THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOMAFFECTING 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 25, 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 May.
- 3. Pledge of Allegiance to the Flag.
- 4. Are there any items to be added to the agenda?

<u>Recommendation</u>: That the Board adopt the agenda as prepared (or duly amended).

- 5. Commissioners' Forum.
- 6. Presentation Proclamation, adopted at the March 21, 2013, BCC Meeting, commending and congratulating Eric Masterson on his achieving the rank of Eagle Scout and wishing him success in his future endeavors.

JULY 25, 2013

7. Retirement Proclamations.

**AGENDA** 

<u>Recommendation:</u> That the Board take the following action concerning the adoption/ratification of the following five Retirement Proclamations:

- A. Adopt the Proclamation commending and congratulating Kenneth L. Bell, Mosquito Control Technician, Community and Environment Department, on his retirement after 29 years of service;
- B. Adopt the Proclamation commending and congratulating Carla G. Cathey, Administrative Assistant, Development Services Department, on her retirement after 9 years of service;
- C. Adopt the Proclamation commending and congratulating Britta-Christina Moore, Emergency Medical Specialist, Public Safety Department, on her retirement after 12 years of service;
- D. Adopt the Proclamation commending and congratulating Juanita D. Vinson, Animal Control Officer, Corrections Department, on her retirement after 22 years of service; and
- E. Ratify the Proclamation dated July 12, 2013, commending and congratulating Peter J. Smith, Human Resources Associate III, Human Resources Department, on his retirement after 32 years of service.
- 8. Written Communication:
  - A. May 13, 2013 Communication from Clarence Robinson requesting the Board forgive a Code Enforcement Lien attached to property located at 8600 Sonnyboy Lane.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Clarence Robinson against property located at 8600 Sonnyboy Lane.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. 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.

B. June 27, 2013 - Communication from Anthony Sessa, Sessa Sells, LLC, requesting the Board forgive a Code Enforcement Lien attached to property located at 1765 Old Chemstrand Road.

Recommendation: That the Board review and consider lien relief request made by Anthony Sessa against property located at 1765 Old Chemstrand Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. 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?

<u>Recommendation:</u> 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. first Public Hearing to review an Ordinance amending the Escambia County Land Development Code Articles 2 and 6.

<u>Recommendation:</u> That the Board take the following action concerning an Ordinance amending the Escambia County Land Development Code (LDC):

A. Hold the first of two Public Hearings to receive input on the proposed Ordinance amending Articles 2 and 6 of the LDC; and

B. Approve the scheduling and advertising of the second of two Public Hearings for August 8, 2013, at 5:31 p.m., to consider adopting an Ordinance to amend LDC 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.

11. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance imposing a temporary moratorium on permitting of new construction of solid waste management facilities.

<u>Recommendation</u>: That the Board adopt an Ordinance imposing a temporary moratorium on permitting of new construction of solid waste management facilities.

This Hearing serves as the second of two required Public Hearings before the Board of County Commissioners. 12. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance amending the Noise Ordinance, Chapter 42, Article III, Sections 42-61 through 42-70, of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt an Ordinance amending Chapter 42, Article III, Sections 42-61 through 42-70, of the Escambia County Code of Ordinances, relating to noise. This amendment establishes findings regarding the unique nature of Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the County, which have decibel-based noise regulations, and establishes an amended reasonable person standard for all other areas of the County, as defined in the Ordinance.

13. 5:34 p.m. Public Hearing concerning the Fiscal Year 2012/2013 Federal Transit Administration 5307 Grant Application.

<u>Recommendation</u>: That the Board take the following action concerning the Fiscal Year 2012/2013 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,564,231 in Federal assistance on mass transit projects;
- B. Approve the Grant Application, after receiving comments at the Public Hearing; and
- C. Authorize the Escambia County Area Transit (ECAT) General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords for the Chairman and County Attorney where necessary, as authorized by Resolution R2013-43, approved by the Board of County Commissioners on April 18, 2013.

[The Fiscal Year 2012/2013 Capital Grant Application is included in the approved Fiscal Year 2013/2014 County Budget]

14. 5:35 p.m. Public Hearing concerning the Issuance of \$55,000,000 Revenue Bonds.

Recommendation: That the Board take the following action concerning the issuance by Capital Trust Agency (the "Agency") of not to exceed \$55,000,000 Revenue Bonds (herein, the "Bonds"), on behalf of Provident Group – East Village Properties LLC, a limited liability company of the State of Delaware, or one of its affiliates (herein, the "Borrower"), for financing or refinancing the Series 2013 Project:

A. Ratify the scheduling of the 5:35 p.m., Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing, and advertising of the Notice of Public Hearing, for consideration of authorizing the issuance of the Bonds; and

B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance of the Bonds by the Agency upon the terms established therein.

[The Bonds are not issued by the County and will not obligate the credit of the County or the Agency or pose any obligation or liability for the County or the Agency] 15. Committee of the Whole Recommendation.

<u>Recommendation:</u> The Committee of the Whole (C/W), at the July 18, 2013, C/W Workshop, recommends that the Board take the following action:

- A. Take the following action relative to County Administrator Candidates and Selection Process (Item 6):
- (1) Approve immediately opening the process to hire someone to evaluate the *(recruitment)* process to ensure that there is inclusiveness in the search;
- (2) Approve a target date of December 1, 2013, but no later than February 28, 2014, "to make a landing" for a new County Administrator; and
- (3) Approve that the Interim County Administrator is not "applicable" to be a part of this search;
- B. Authorize the scheduling of a Public Hearing to consider adopting a Resolution authorizing the revision of fees for certain civil infraction penalties imposed pursuant to Chapter 10 of the Escambia County Code of Ordinances relating to animals, and to consider adopting an Ordinance to amend the Animal Control Ordinance (Item 7);
- C. Approve beginning the discussion in Fiscal Year 2013-2014, at the October 2013 Committee of the Whole Workshop, relative to converting all First Transit and Union Escambia County Area Transit Employees to County Employees (Item 10); and
- D. Approve proceeding with the purchase of, and renovations to, the property owned by Brownsville Assembly of God Church, relative to Potential Sites for a Community Center in the Brownsville Area (Item 12).

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## 16. Reports:

## **CLERK & COMPTROLLER'S REPORT**

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

- I. Consent Agenda
- 1. Recommendation Concerning Acceptance of Reports Prepared by the Clerk and Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following two Reports prepared by the Clerk and Comptroller's Finance Department:

- A. Tourist Development Tax Collections Data for the May 2013 returns received in the month of June 2013; this is the ninth month of collections for Fiscal Year 2012-2013; total collected for the May 2013 returns was \$802,568.92; this is an 11.05% increase over the May 2012 returns; total collections year-to-date are 7.30% higher than the comparable time frame in Fiscal Year 2011-2012; and
- B. The Investment Report for the month ended June 30, 2013, as required by Ordinance Number 95-13.
- 2. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

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

- A. The certified proofs of publication of the advertisements for *Unclaimed Monies Cash Bonds* and *Unclaimed Monies Refunds*, held by the Office of the Clerk of the Circuit Court and Comptroller, as published in <a href="https://doi.org/10.103/j.nc/">The Escambia Sun-Press, LLC</a>, on July 11, 2013, and provided to the Clerk to the Board's Office on July 17, 2013; and
- B. A copy of the Proposed Operating Budget and Proposed Capital Improvements Program Budget for Fiscal Year 2014 for the Emerald Coast Utilities Authority (ECUA), as provided by Debra Buckley, Director of Finance, ECUA, and received in the Clerk to the Board's Office on July 19, 2013.

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

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

- A. Approve the Minutes of the Regular Board Meeting held July 11, 2013;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 11, 2013; and
- C. Accept, for filing with the Board's Minutes, the Report of the Special Committee of the Whole Workshop held July 2, 2013.
- II. For Discussion
- 1. <u>Discussion Concerning the Audit of the Greater Pensacola Chamber</u>

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

# **GROWTH MANAGEMENT REPORT**

- I. Action Item
- 1. That the Board waive the requirement for paved streets in an unplatted subdivision, Tarklin Way, per Section 4.01.05 of the Escambia County Land Development Code.

## **COUNTY ADMINISTRATOR'S REPORT**

- I. Technical/Public Service Consent Agenda
- Recommendation Concerning the Requests for Disposition of Property for the <u>Public Works Department - Joy D. Blackmon, P.E., Public Works Department</u> Director

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

2. Recommendation Concerning the Donation of Obsolete Radios to Escambia Search and Rescue - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning disposition of surplus equipment and donation of obsolete radios to Escambia Search and Rescue, Inc. (ESAR), for use in assisting with search and rescue operations:

- A. Approve the ten Request for Disposition of Property forms for the radios, which are no longer compatible with the County communication system, and are no longer needed for County purposes, to be appropriately disposed of through donation to ESAR;
- B. Adopt a Resolution authorizing the conveyance of tangible personal property to ESAR for use in search and rescue operations in Escambia County, in compliance with Section 274.06, Florida Statutes; and
- C. Authorize the Chairman to sign required documents related to the donation.
- 3. Recommendation Concerning Community Redevelopment Agency Meeting

  Minutes, June 20, 2013 Keith Wilkins, Community & Environment

  Department Director

That the Board accept for filing with the Board's Minutes, the June 20, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #194 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #194, State Housing Initiatives Partnership Program (SHIP) Fund (120) and the General Fund (001) in the amount of \$527,672, to recognize the 2014 SHIP Program allocation provided by the Florida Housing Finance Corporation (FHFC), and to appropriate these funds to support Grant-funded affordable housing activities in Escambia County and the City of Pensacola.

2. Recommendation Concerning Supplemental Budget Amendment #197 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #197, Other Grants and Projects Fund (110) in the amount of \$365,000, to recognize proceeds from the Office of the State Courts Administrator (OSCA), and to appropriate these funds for Fiscal Year 2013-2014 Drug Court treatment services in Escambia County.

3. Recommendation Concerning the Fiscal Year 2013/2014 Certification of Taxable Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2013/2014 Budget:

A. Certify the millage rates for Fiscal Year 2013/2014, as follows: County-wide Operating – 6.6165
Law Enforcement MSTU (Municipal Services Taxing Unit) – .685
Library MSTU – .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public, the millage rates must be certified by August 4, 2013.

The millage rate for the Sheriff's MSTU is unchanged; the millage rate for the Library MSTU was broken out from the County-wide millage rate and will be used for Library services in Fiscal Year 2013/2014;

- B. Certify the proposed millage rates at .12% below the aggregate rolled back rate;
- C. Affirm the Boards intent to maintain the current revenue allocation at the 34.3% increment in the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2013/2014;
- D. Schedule a Public Hearing on the Fiscal Year 2013/2014 Budget for September 10, 2013, at 5:01 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida; and
- E. Schedule a Public Hearing to adopt the Fiscal Year 2013/2014 non-ad valorem special assessment roll at 5:02 p.m., on September 10, 2013, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida.

4. Recommendation Concerning County Road 97 Jacks Branch Road Safety
Improvements - Amy Lovoy, Management and Budget Services Department
Director

That the Board award a Contract, PD 12-13.046, for the County Road 97 (Jacks Branch Road) Safety Improvements to Roads, Inc., of NWF, in the base bid amount of \$2,415,593.11, and Alternate #2, in the amount of \$278,525.52, for a total award amount of \$2,694,118.63.

[Funding: Fund 352, LOST III, Cost Center 210113, Object Code 56301, Project #13EN2325]

5. Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reductions, per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

- 1. Forest Pines Drive, from Chicago Avenue to north end of roadway;
- Ridgebrook Court, from Bush Street to north end of roadway;
- 3. Claridge Place, from Ashland Avenue to Ridgebrook Court;
- Baywoods Lane, from City limit to end of roadway;
- 5. Whisper Drive, from Baywoods Lane to Whisper Way;
- 6. Whisper Court, from Whisper Drive to end of roadway;
- 7. Whisper Circle, from Whisper Way to end of roadway;
- 8. Whisper Way, from Scenic Highway to end of roadway;
- 9. Camale Drive, from Whisper Way to end of roadway;
- 10. Sundance Lane, from CR 97 to west end of roadway; and
- 11. Sundial Circle, from Sundance Lane to Sundance Lane; and
- B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

6. Recommendation Concerning the 2009 Federal Transit Administration 5307
Grant Application - Joy D. Blackmon, Public Works Department Director

That the Board take the following action concerning the 2009 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Approve the Application for Expenditures from the 2009 FTA 5307 Grant; and

B. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords for the Chairman and County Attorney, where necessary, as authorized in Resolution R2013-43, approved by the Board of County Commissioners on April 18, 2013.

[The Florida Toll Revenue credits cover the match required for this Grant]

A Federal Transit Administration (FTA) 5307 Grant, administered by the Florida Department of Transportation (FDOT), was awarded to Escambia County Area Transit (ECAT) in 2009. Funds from this Grant are available for the year awarded plus three years, for a total of four years. We are currently in the fourth year. Any unused funds will revert to FDOT. ECAT must present an Application for Expenditures for the remainder of the funds in this Grant, which was originally submitted for replacement of vehicles, and must be used for that purpose. The need for replacement buses has been justified in our Capital Replacement Plan for ECAT. Four of the current buses in the ECAT fleet, which have exceeded the useful life of 350,000 miles or ten years in age, as defined by the FTA, are being replaced under this Grant.

7. Recommendation Concerning the Acceptance of a Public Road and Right-of-Way Easement on Innerarity Point Road from Innerarity Holdings, LLC - 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 0.11 acres) on Innerarity Point Road from Innerarity Holdings, LLC, for the Innerarity Point Sidewalk Project:

- A. Accept the donation of a Public Road and Right-of-Way Easement (approximately 0.11 acres) on Innerarity Point Road, from Innerarity Holdings, LLC, for the Innerarity Point 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]

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

That the Board take the following action concerning the acceptance of a Public Road and Right-of-Way Easement (approximately 0.089 acres) on Innerarity Point Road from William David Lively, for the Innerarity Point Sidewalk Project:

- A. Accept the donation of a Public Road and Right-of-Way Easement (approximately 0.089 acres) on Innerarity Point Road, from William David Lively, for the Innerarity Point 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]

9. Recommendation Concerning the Acquisition of Real Property Located at 10836 Lillian Highway from RL REGI of Florida, LLC - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to execute the Amendment to Agreement for Sale and Purchase of Property from RL REGI Florida, LLC, for the acquisition of real property located at 10836 Lillian Highway.

[Funding for this Project is available in Funding Source: Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

Meeting in regular session on June 10, 2013, the Board approved the Agreement for Sale and Purchase for the acquisition of three contiguous parcels of real property (totaling approximately 40 acres) located at 10836 Lillian Highway, from RL REGI, Florida, LLC. In preparation for closing it was noted that there was an error in the legal description on Exhibit "A" attached to the Sales Agreement, as presented to the Board. The legal description (Exhibit "A") was included in the Sales Agreement by the seller, which included two other parcels the seller owns but was not intended to be part of this transaction. In all other aspects, the Agreement for Sale and Purchase remains unchanged. Staff is requesting the Board approve the Amendment to the Agreement for Sale and Purchase to correct the legal description of the property to be acquired and to proceed with the closing for this acquisition.

Recommendation Concerning a Sales Order Agreement with Election
 Systems & Software for the Office of the Supervisor of Elections - David H.
 Stafford, Supervisor of Elections

That the Board take the following action concerning the purchase of additional Model DS200 Digital Scanners and Model DS850 Digital Scanners, as well as, hardware maintenance, software maintenance, and support services from Election Systems & Software for the Supervisor of Elections Office:

- A. Find, pursuant to Section 101.293(1)(b), Florida Statutes, that "a single source" is available to the County from which to purchase compatible voting equipment, meeting the standards for voting systems in Section 101.56062, Florida Statutes, currently used in Escambia County;
- B. Approve the Sales Order Agreement with Election Systems & Software; and
- C. Authorize the Chairman to execute the Sales Order Agreement.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

11. Recommendation Concerning Federal Fiscal Year 2013 Edward Byrne

Memorial Justice Assistance Grant Program-JAG County-wide State

Solicitation – Catherine A. White, Drug Court Manager

That the Board take the following action concerning Federal Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-JAG County-wide State Solicitation:

A. Approve the Escambia County Drug Court Treatment Program Subgrant Application, which will be submitted for funding under the Federal Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant Program-JAG County-wide State Solicitation, administered by the Florida Department of Law Enforcement. The Court Administrator's Office is seeking funding for treatment services for 22 drug offenders. The amount of the Grant request is \$80,730; and

B. Authorize the Chairman, as the County's representative, to sign the Subgrant Application, acceptance documents, amendments, and request for payment or other related documents, as may be required.

[The funds are made available through the Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant Program for the period beginning October 1, 2013, and terminating September 30, 2014; there is no cost to the County]

12. Recommendation Concerning Dental Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Dental Insurance (PD 12-13.029):

- A. Award a Contract to Delta Dental Insurance Company for dental administration and claims, PD 12-13.029, to provide the following:
- 1. An annual funding amount of \$60,000 for administrative services and \$600,000 for claims per Fiscal Year, for all current eligible employees and retirees, effective October 1, 2013, for a period of 36 months; and
- 2. All eligible employees and retirees electing dental coverage will be required to pay the present established premiums, noted on the provided schedule; and
- B. Authorize the Interim County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501]

13. <u>Recommendation Concerning Flexible Benefits Plan Administrative</u>
Services - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Flexible Benefits Plan Administrative Services (PD 12-13.029):

- A. Award a Contract to Lockard & Williams Insurance Services, P.A., for Flexible Benefits Plan Administrative Services, PD 12-13.029, to provide the following:
- 1. An annual premium amount estimated at \$8,000, based on current participation, for administrative services per Fiscal Year, for all eligible employees, effective October 1, 2013, for a period of 60 months;
- 2. All eligible employees electing a debit card will be responsible for the cost of the debit card; and
- 3. A change in the eligibility criteria to state that an employee is eligible to participate in the healthcare reimbursement flexible spending account at the beginning of the first Fiscal Year following their hire; and
- B. Authorize the Interim County Administrator to sign the Agreement for Group Flexible Benefits Plan between Lockard & Williams Insurance Services, P.A., and Escambia County (the Agreement will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150107, Object Code 531301]

14. Recommendation Concerning Voluntary Long Term Disability Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Voluntary Long Term Disability Insurance (PD 08-09.042):

- A. Amend the National Insurance Services of Wisconsin Insurance Trust Joinder Agreement for Long-Term Disability Insurance, PD 12-13.029, to:
- 1. Increase the maximum monthly benefit to \$5,000 for all long-term disability plans;
- 2. Reduce the premiums of the County's current long-term disability plans. The coverage level of 40% of salary with a 180 day elimination period will decrease from \$.00175 to \$.00166 per salary dollar; the coverage level of 50% of salary with a 180 day elimination period will decrease from \$.00220 to \$.00209 per salary dollar; and the coverage level of 50% of salary with a 90 day elimination period will decrease from \$.00260 to \$.00247 per salary dollar; and
- 3. Add a plan that will cover 60% of an employee's annual covered salary up to \$100,000, with a maximum monthly benefit of \$5,000 and a 180 day elimination period at \$.0028 per salary dollar; and
- B. Authorize the Interim County Administrator to sign the National Insurance Services of Wisconsin Insurance Trust Joinder Agreement for Long-Term Disability Insurance.

[Funding Source: Fund 501, Internal Service Fund]

15. <u>Recommendation Concerning Group Medical Insurance - Thomas G. "Tom"</u>
Turner, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance, (PD 08-09.042, Group Medical, Life, and Disability Insurances):

A. Approve the employee and retiree health insurance premiums; the provided Attachment "1" shows premiums reflecting no increase for employees and a \$20 discount for employees who do not use tobacco; the provided Attachment "2" shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not; and

B. Authorize staff to deposit \$600 into the HSA (health savings account) of each employee who elects the HSA coverage; this will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; the cost will include a \$2.50 monthly fee for each employee, along with a one-time start-up fee of \$22 for each new employee who enrolls; the cost is included in the total cost estimate.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, (Medical) 150110]

16. Recommendation Concerning the United Way of Escambia County Human Services Appropriations Committee Funding Recommendations for 2012-2013 - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding the United Way of Escambia County Human Services Appropriations Committee (HSAC) Funding Recommendations:

A. Rescind the Board's action of June 20, 2013, accepting the United Way of Escambia County Human Services Appropriations Committee 2012/2013 Funding Recommendations, in the amount not to exceed \$93,000, which entailed \$92,250 of allocations to be distributed to the approved non-profit entities, plus the committee-related expense for a required legal notice to be reimbursed to the United Way of Escambia County; the funds are included in the adopted Budget for the current Fiscal Year (Funding: Fund 001, General Fund, Cost Center 320202, Public Social Services - \$93,000); and

B. Accept the revised HSAC 2012/2013 Funding Recommendations, in the amount of \$90,888.68, which entails \$90,725 of allocations to be distributed to the approved non-profit entities, plus \$163.68 of committee-related expense for a required legal notice to be reimbursed to the United Way of Escambia County. The funds are included in the adopted Budget for the current Fiscal Year.

[Funding: General Fund, Fund 001, Cost Center 320202, Public Social Services - \$90,725; General Fund, Fund 001, Cost Center 320201, Community Services Administration - \$163.68]

17. Recommendation Concerning the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the Interim County Administrator to execute a Purchase Order to Watershed Geosynthetics, LLC, in the amount of \$48,000, for the cost of final cover Ballast Sand Infill Replacement Services, as agreed to by Watershed Geosynthetics, LLC, as part of the materials purchase agreement (*ClosureTurf Long-Term Service Agreement*), for the Escambia County Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project.

[Funding: Fund 401, Solid Waste, Cost Center 230316, Object Code 56301]

18. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1420 Wilson Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1420 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Ted Simmons, the owner of residential property located at 1420 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$925 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
- 19. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1200 Wilson Avenue Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1200 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Mark and Mary Creighton, the owners of residential property located at 1200 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,075 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

20. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 103 Fleet Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 103 Fleet Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert Thompson, the owner of residential property located at 103 Fleet, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$995, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
- 21. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 12 Marine Drive Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 12 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Leslie Hope, the owner of residential property located at 12 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,019 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

JULY 25, 2013 Page 27

22. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3912 Barrancas Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, 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 Program Funding and Lien Agreements for the property located at 3912 Barrancas Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Grant Program Funding and Lien Agreements between Escambia County CRA and Eugene Kerr, the owner of commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000 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), 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for resurfacing the asphalt parking lot; and

- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
- 23. Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1002 Navy Boulevard - Keith Wilkins, Community & **Environment Department Director**

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 1002 Navy Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Eugene Kerr, the owner of commercial property located at 1002 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,000 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), 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing an existing commercial sign; and

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

24. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1402 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1402 Wisteria Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Lisa Jones, the owner of residential property located at 1402 Wisteria Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,000 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
- 25. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 123 Marine Drive Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 123 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sara loakim, the owner of residential property located at 123 Marine Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,129 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

AGENDA
JULY 25, 2013
Page 29

26. Recommendation Concerning the Purchase of One Bobcat Compact Loader with Tool Attachments - Amy Lovoy, Management and Budget Services

Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #760-000-10-1, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for one Bobcat Compact Loader, Model T650 with options, PD 12-13.039, to Bobcat Company, in the amount of \$58,950.10.

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

# **COUNTY ATTORNEY'S REPORT**

- I. For Action
- 1. Recommendation Concerning the Request for Disposition of Property for the County Attorney's Office

That the Board approve the Request for Disposition of Property Form from the County Attorney's Office for the two items of equipment, which are described and listed on the Request Form, with reason for disposition stated. The two copiers will be properly disposed of.

2. Recommendation Concerning the Scheduling of a Public Hearing on August 8, 2013, at 5:33 p.m., for Consideration of Repealing Volume 1, Article I, Chapter 62, Section 62-1 of the Escambia County Code of Ordinances designating the Sheriff as Chief Correctional Officer.

That the Board authorize scheduling a Public Hearing on August 8, 2013, at 5:33 p.m. for consideration of repealing Volume 1, Article I, Chapter 62, Section 62-1 of the Escambia County Code of Ordinances designating the Sheriff as Chief Correctional Officer and authorize termination of the Memorandum of Understanding transferring responsibility for the Escambia County Correctional System, to include the Escambia County Jail and Jail Annex from the County to the Sheriff effective 12:01 a.m. on October 1, 2013.

3. Recommendation Concerning the Scheduling of a Public Hearing on August 8, 2013, at 5:34 p.m. to consider amending Volume 1, Chapter 10, Article I, Sections 10-25 and 10-26 of the Escambia County Code of Ordinances establishing public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

That the Board authorize scheduling a Public Hearing on August 8, 2013, at 5:34 p.m. for consideration of amending Volume 1, Chapter 10, Article I, Sections 10-25 and 10-26 of the Escambia County Code of Ordinances establishing public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

#### II. For Discussion

1. 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.

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- 17. Items added to the agenda.
- 18. Announcements.
- 19. Adjournment.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4650 Proclamations 7.

**BCC Regular Meeting** 

Meeting Date: 07/25/2013

**Issue:** Adoption/Ratification of Retirement Proclamations

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:** 

#### **RECOMMENDATION:**

Retirement Proclamations.

<u>Recommendation:</u> That the Board take the following action concerning the adoption/ratification of the following five Retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Kenneth L. Bell, Mosquito Control Technician, Community and Environment Department, on his retirement after 29 years of service:

- B. Adopt the Proclamation commending and congratulating Carla G. Cathey, Administrative Assistant, Development Services Department, on her retirement after 9 years of service;
- C. Adopt the Proclamation commending and congratulating Britta-Christina Moore, Emergency Medical Specialist, Public Safety Department, on her retirement after 12 years of service;
- D. Adopt the Proclamation commending and congratulating Juanita D. Vinson, Animal Control Officer, Corrections Department, on her retirement after 22 years of service; and
- E. Ratify the Proclamation dated July 12, 2013, commending and congratulating Peter J. Smith, Human Resources Associate III, Human Resources Department, on his retirement after 32 years of service.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

POLICY/REQUIREMENT FOR BOARD ACTION: N/A				
IMPLEMENTATION/COORDINATION: N/A				
Attachments				
Retirement Proclamations				

N/A

**PROCLAMATION** 

WHEREAS, Kenneth L. Bell worked as a County employee very faithfully for 29

years, retiring as a Mosquito Control Technician with the Community and Environment

Department, Mosquito Control Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners,

on behalf of the citizens of Escambia County and fellow employees, commends and congratulates

Kenneth L. Bell on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of

Escambia County expresses its appreciation to Kenneth L. Bell for 29 years of faithful

and dedicated service as a County employee.

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 25, 2013

## **PROCLAMATION**

WHEREAS, Carla G. Cathey worked as a County employee very faithfully for 9 years, retiring as an Administrative Assistant with the Development Services Department, Planning and Zoning Division.

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

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Carla G. Cathey for 9 years of faithful and dedicated service as a County employee.

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

CLERK (			രം, T COURT
	Deputy	Clerk	

Adopted: July 25, 2013

**PROCLAMATION** 

WHEREAS, Britta-Christina Moore worked as a County employee very faithfully for 12

years, retiring as an Emergency Medical Specialist with the Public Safety Department,

Emergency Medical Services Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners,

on behalf of the citizens of Escambia County and fellow employees, commends and congratulates

Britta-Christina Moore.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of

Escambia County expresses its appreciation to Britta-Christina Moore for 12 years of faithful

and dedicated service as a County employee.

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 25, 2013

**PROCLAMATION** 

WHEREAS, Juanita D. Vinson worked as a County employee very faithfully for 22

years, retiring as an Animal Control Officer with the Corrections Department, Animal Control

Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners,

on behalf of the citizens of Escambia County and fellow employees, commends and congratulates

Juanita D. Vinson on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of

Escambia County expresses its appreciation to Juanita D. Vinson for 22 years of faithful and

dedicated service as a County employee.

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 25, 2013

#### PROCLAMATION

WHEREAS, Peter J. Smith worked as a County employee very faithfully for 32 years, retiring as a Human Resources Associate III with the Board of County Commissioners' Human Resources Department.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Peter J. Smith for 32 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Velentino, 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

Dated: July 12, 2013



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4612 Written Communication 8. A.

**BCC Regular Meeting** 

Meeting Date: 07/25/2013

Issue: Environmental (Code) Enforcement Lien Relief – 8600 Sonnyboy Lane

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:** 

#### **RECOMMENDATION:**

May 13, 2013 - Communication from Clarence Robinson requesting the Board forgive a Code Enforcement Lien attached to property located at 8600 Sonnyboy Lane.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Clarence Robinson against property located at 8600 Sonnyboy Lane.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. 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:**

8600 Sonnyboy Lane has two Environmental Enforcement (Code) liens attached to it.

Prior owner, Jessie Williams, was noticed for code violations in 2004 and again in 2007. Both cases proceeded to Special Magistrate and both times were found to be in violations. The owner failed to abate violations and the County was forced to abate all violations resulting in two liens.

See attached bullets for case file CE04020203 and case file CE07060226.

#### **BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement for lien: CE04020203

#### Cost

A. Administrative Cost: \$675.00 B. Daily Fines: \$11,720.00

TOTAL \$12,395.00

CE07060226

A. Administration Cost: \$1,100.00

B. Daily Fines: \$610.00

C. Abatement Cost: \$1,895.00

TOTAL \$3,605.00

#### **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**

8600 Sonnyboy Lane

May 13 2013

To whom this may concern,

I Clarence Robinson will like to request forgiveness for liens that was place on this property before I took possession in (2008) through tax deed. I was unaware that the request for forgiveness needed to have taking place during the first year of ownership. After purchasing this property through tax deed, I paid \$1800 dollars to have this property cleaned and levered, but after the economic took a downward turn I became financial stricken and didn't have any extra funds to invest. So I mowed the grass and cut the overgrowth, maintaining the property, keeping in compliance with the Escambia County Code of Ordinances, and only had one notice of violation, but I complied within ten days and the notice was removed. Thank you in advance for this consideration.

8600 SONNYBOY LANE PENSACOLA, FLORIDA

Property Reference Number: 121S306106000014

Tax Account Number: CE 07-06-0226

Clarence Robinson

Clarence Hobinson 5656 Shelly St. Pensacola, FL 32521

JOSTVIO MAY 1 4 2013



Office of Environmental Enforcement Escambia County Central Office Complex 3363 West Park Place Pensacola, FL Sasos

Section of the sectio

#### Sandra F Slay

From:

Stephen G. West

Sent:

Monday, July 01, 2013 3:07 PM

To: Cc: Sandra F Slay Tara D. Cannon

Subject:

RE: Lien forgiveness request for 8600 Sonnyboy Lane

#### Sam:

Mr. Robinson's request does not fall within any of the criteria that would require the County Administrator to deny relief. So you can arrange to submit this to the BCC for consideration.

----Original Message----

From: Sandra F Slay

Sent: Monday, July 01, 2013 8:52 AM

To: Stephen G. West

Subject: Lien forgiveness request for 8600 Sonnyboy Lane

Please review the lien forgiveness request and let me know how to proceed.

Thanks Sam

----Original Message-----

From: code copier@myescambia.com [mailto:code copier@myescambia.com]

Sent: Monday, July 01, 2013 8:49 AM

To: Sandra F 5lay

Subject: Message from "RNP0026734ADD80"

This E-mail was sent from "RNP0026734ADD80" (Aficio MP C4502).

Scan Date: 07.01.2013 09:48:42 (-0400) Queries to: code copier@myescambia.com



## 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: Property Owner:

8600 Sonnyboy Lane

Jessie Williams

**Original Complaint:** 

Overgrowth, trash, debris and inoperable vehicles

EE Case #:

CE 04020203

02/12/04 Received complaint for overgrowth, trash and debris and inoperable vehicle. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.

02/13/04 Contact was made with Eddie Edward who was working on the pick up truck. He stated he was working on it to move it.

03/04/04 Truck was removed.

05/12/04 Title search requested and reveals title vested Jessie L Williams

07/28/04 Special Magistrate hearing requested

12/13/04 Notice of Hearing sent both regular and certified mail. Notice returned marked "unclaimed". Copy of hearing posted on property

and photos taken.

12/28/04 Hearing held. \$675.00 court cost awarded to Escambia County,

\$10.00 per day fine with a deadline of 01/15/05.

12/30/04 Copy of Order mailed to owner both regular and certified mail. Order

returned marked "Unclaimed".

02/08/08 Letter of Non-compliance sent to owner.

04/02/08 Violations abated.

Lien amount Cost

Court Cost \$675.00

Fines(\$10.00 per day) \$11,720.00

TOTAL \$12,395.00

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



## 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:** 

8600 Sonnyboy Lane

**Property Owner:** 

Jessie Williams

**Original Complaint:** 

Overgrowth, trash and debris

EE Case #:

CE 07060226

06/18/07 Received complaint for overgrowth, trash and debris. Officer

investigated the complaint and posted a notice of violation. Notice of

violation was sent both regular and certified mail. Certified mail

returned unclaimed.

08/21/07 No progress made.

10/08/07 Special Magistrate hearing requested

10/18/07 Notice of Hearing sent both regular and certified mail. Notice

returned marked "unclaimed". Copy of hearing posted on property

and photos taken.

11/01/07 Hearing held. \$1,100.00 court cost awarded to Escambia County,

\$5.00 per day fine with a deadline of 12/02/07.

11/09/07 Copy of Order mailed to owner both regular and certified mail. Order

returned marked "Unclaimed".

12/10/07 No progress made.

02/08/08 Letter of Non-compliance sent to owner.

02/01/08 Officer found this property had a duplicate case. Stopped fines on

this case.

04/02/08 Violations abated by county.

Lien amount Cost

**Court Cost** \$1,100.00

Fines(\$5.00 per day) \$610.00

**County Abatement Fees** \$1,895.00 TOTAL \$3,605.00

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



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4610 Written Communication 8. B.

**BCC Regular Meeting** 

Meeting Date: 07/25/2013

Issue: Environmental (Code) Enforcement Lien Relief – 1765 Old Chemstrand Road

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:** 

#### **RECOMMENDATION:**

June 27, 2013 - Communication from Anthony Sessa, Sessa Sells, LLC, requesting the Board forgive a Code Enforcement Lien attached to property located at 1765 Old Chemstrand Road.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Anthony Sessa against property located at 1765 Old Chemstrand Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. 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:**

April 18, 2011 The office of Environmental Enforcement received a complaint for overgrowth, trash, debris and deteriorated structure. The officer investigated the complaint and observed violations. Notice of violation was posted at property and sent both regular and certified mail. The officer also posted copy of notice at owner's residence.

Owner received certified notice on May 11, 2011. No progress made. Officer sent mortgage company a notice of violation via regular and certified mail.

Reinspection conducted on May 26, 2011 and observed no improvements.

Mortgage company received notice of violation on June 7, 2011.

No progress made to property. Officer requested case be scheduled for special magistrate.

On May 10, 2012 Hearing notices were sent to both owner and mortgage company. Hearing notice returned marked "unclaimed".

Hearing held on May 19, 2012. Escambia County was awarded court cost of \$1,100.00, \$30.00 per day fine with a deadline of 6/28/12.

Copy of order mailed to owner and mortgage company.

July 11, 2012 Final Notice Prior to Demolition was mailed to both parties both regular and certified mail. CU Members Mortgage signed for their letter.

Property was put out for bid on September 21, 2012.

December 28, 2012 Escambia County abated violations in the amount of \$1,765.00

#### **BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$5,460.00

C. Abatement Cost: \$1,765.00

TOTAL \$8,325.00

#### **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**

#### 1765 Old Chemstrand Road

June 27, 2013

Sandra Slay
Escambia County Code Enforcement
221 Palafox Place
Pensacola, FL 32502

Regarding: 1765 Old Chemstrand Road

Case No.: CE 11-04-01411

Dear Ms. Slay,

We are requesting lien forgiveness for the Code Enforcement Lien placed on 1765 Old Chemstrand Road. This property is Real Estate Owned (REO), after it was foreclosed by Fannie Mae on or about July 18, 2012, and I am the REO broker for this property. In February we were notified that there was a Code Enforcement Lien on the property. We then received a second request for payment of the Code Enforcement Lien yesterday, June 26, 2013.

We are requesting lien forgiveness because this property is on the brink of selling, which would be best for all parties concerned. As an REO broker, I am responsible for lien amounts. However, this property has an interested buyer and the sale is ready to close. In the interest of closing the sale on the property, I am willing to consider taking action to remove this lien. We would need lien forgiveness and a reduced Accumulated Fine, though we know we will also be responsible for hard costs. Please let us know the soonest possible date when this can be brought to the County Commissioners.

Sincerely,

Anthony Sessa Sessa Sells, LLC ReMax Horizons Realty 1335 Creighton Road

Pensacola, FL 32504

#### Sandra F Slay

From:

Stephen G. West

Sent:

Monday, July 01, 2013 3:44 PM

To:

Sandra F Slay Tara D. Cannon

Cc: Subject: RE: Lien forgiveness request for 1765 Old Chemstrand Road

#### Sam:

Mr. Sessa's request does not fall within any of the criteria that would require the County Administrator to deny relief. So you can arrange to submit this to the BCC for consideration.

----Original Message----

From: Sandra F Slay

Sent: Monday, July 01, 2013 10:22 AM

To: Stephen G. West

Subject: Lien forgiveness request for 1765 Old Chemstrand Road

Please review the lien forgiveness request and let me know how to proceed.

### Thanks

Sam

----Original Message----

From: code copier@myescambia.com [mailto:code copier@myescambia.com]

Sent: Monday, July 01, 2013 10:18 AM

To: Sandra F Slay

Subject: Message from "RNP0026734ADD80"

This E-mail was sent from "RNP0026734ADD80" (Aficio MP C4502).

Scan Date: 07.01.2013 11:18:18 (-0400) Queries to: code copier@myescambia.com



## **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:** 

1765 Old Chemstrand Road

**Property Owner:** 

**CU Members Mortgage Company** 

Original Complaint:

Overgrowth, trash, debris and deteriorated structures

ÉE Case #:

CE110401411

04/18/11 Received complaint and officer investigated. Officer observed overgrowth, trash, debris and deteriorated structure. Copy of notice was posted in site and notice was mailed to owner both regular and certified mail. Officer also posted notice at owner's home.

05/11/11 Notice of violation received by owner.

05/11/11 No progress made to abate violations. No contact from owner. Sent notice to mortgage company.

05/26/11 No changes with property.

06/07/11 Notice of violation received by mortgage company.

12/21/11 No progress made to abate violations.

02/09/12 Title search requested.

03/27/12 Request special magistrate hearing.

05/10/12 Hearing notices sent both regular and certified mail to both owner and bank.

05/16/12 Hearing notice returned marked "Unclaimed"

05/19/12 Hearing held. Court cost of \$1,100.00 was awarded to county, \$30.00 per day fine with a deadline of 6/28/12.

05/29/12 Copy of order mailed to owner and received by both parties.

07/11/12 Final Notice Prior to Demolition was mailed to owner both regular and certified mail. CU Members Mortgage signed for their letter.

09/21/12 Property was put out for bid.

12/28/12 Violations abated by county in the amount of \$1,765.00.

Cost

Court Cost:

\$1,100.00

Fines:

\$5,460.00

Abatement:

\$1,765.00

Total

\$8,325.00

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

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

ESCAMBIA COUNTY, FLORIDA

VS.

Case No.: CE 11-04-01411 Location: 1765 Chemstrand Rd PR# 131N303002000002

C U Members Mortgage S Conway Rd Ste E Orlando, FL 32812

Pam Childers CLERK OF THE CIRCUIT COURT **ESCAMBIA COUNTY FLORIDA** INST# 2013009804 02/11/2013 at 04:29 PM OFF REC BK: 6973 PG: 458 - 458 Doc Type: CEL1 RECORDING: \$10.00

#### **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 May 29, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Accessory Building (s), and (cc). 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 May 29, 2012.

Itemized		Cost
a. Fines (\$30.00 per day 6/29/12-12/28/12)		\$ 5,460.00
b. Court Costs		\$ 1,100.00
c. County Abatement Fees		\$ 1,765.00
	Total•	¢ 2325.00

DONE AND ORDERED at Escambia County, Florida on this

Special Magistrate

Office of Environmental Enforcement



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4532 Public Hearings 10.

**BCC Regular Meeting** 

**Meeting Date:** 07/25/2013

**Issue:** 5:31 p.m. – First of Two Public Hearings – Articles 2 & 6 - Barrancas Overlay Distr

From: Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

5:31 p.m. first Public Hearing to review an Ordinance amending the Escambia County Land Development Code Articles 2 and 6.

<u>Recommendation:</u> That the Board take the following action concerning an Ordinance amending the Escambia County Land Development Code (LDC):

A. Hold the first of two Public Hearings to receive input on the proposed Ordinance amending Articles 2 and 6 of the LDC; and

B. Approve the scheduling and advertising of the second of two Public Hearings for August 8, 2013, at 5:31 p.m., to consider adopting an Ordinance to amend LDC 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.

#### **BUDGETARY IMPACT:**

The building and performance standards detailed in the Ordinance will help revitalize the properties located within the Barrancas Overlay District. The enhanced look and quality of the properties will help improve marketability and raise property values, which in turn will create 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 ordinance was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective ordinance to which they pertain.

#### **PERSONNEL:**

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

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute requires two advertised public hearings to allow for public comment.

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

#### **IMPLEMENTATION/COORDINATION:**

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

**Attachments** 

BCC Approval Barrancas Ordinance
Barrancas Overlay Ordinance

#### RESUME OF THE REGULAR BCC MEETING - Continued

#### COUNTY ADMINISTRATOR'S REPORT - Continued

#### 1. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA - Continued

5. <u>Recommendation:</u> 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 (amend) 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.

#### Approved 5-0

- 6. Recommendation: 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.

#### Approved 5-0

#### 1 ORDINANCE NUMBER 2013 -2 3 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING 4 PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES 5 (1999). THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 2, 6 7 "ADMINISTRATION," **SECTION 2.14.02,** TO REVISE 8 LANGUAGE FOR CLARITY; AMENDING ARTICLE 6, "ZONING 9 DISTRICTS," SECTION 6.07.02, TO AMEND CERTAIN R-3 AND R-10 4 ZONING DISTRICT BUILDING DESIGN STANDARDS WITHIN 11 THE BARRANCAS OVERLAY DISTRICT: PROVIDING FOR 12 SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND 13 PROVIDING FOR AN EFFECTIVE DATE. 14 15 WHEREAS, the intent of this Ordinance is to amend certain building design 16 standards within the Barrancas Overlay District for clarity purposes. 17 NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY 18 19 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA: 20 21 Section 1. Part III of the Escambia County Code of Ordinances (1999) the Land 22 Development Code of Escambia County, Article 2, "Administration" Section 2.14.02 is 23 hereby amended as follows (additions are underlined and deletions are struck through).: 24 25 2.14.02 Implementation of CRA Plans and Overlay Districts. The CRA and all other 26 27 County divisions shall implement the recommendations of the Palafox, Englewood, 28 Brownsville, Warrington, Barrancas and Cantonment Redevelopment Plans, in which 29 the plans drive the enhancement efforts for each individual community redevelopment 30 district. These plans provide guidance enhancing the district's quality of life, 31 encouraging private sector reinvestment, promoting sound economic development 32 principles and providing recommendations for public sector enhancement opportunities such as capital improvement projects. The CRA Manager or designee 33 34 shall determine compliance with the overlay regulations particularly as it pertains to 35 the development review process uses as well as the site and building requirements 36 and determine whether exceptions to the overlay district standards may be granted. 37 Part III of the Escambia County Code of Ordinances (1999) the Land 39 40 hereby amended as follows:

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Development Code of Escambia County, Article 6, "Zoning Districts," Section 6.07.02 is

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6.07.02. Barrancas Overlay District

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I. Site and building requirements.

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

#### 2. Building design.

- a. The choice of building materials and colors shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.
- b. For R-3 and R-4 zoning districts buildings shall be "streetoriented" 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 Deputy Clerk** (SEAL) **ENACTED:** FILED WITH THE DEPARTMENT OF STATE: **EFFECTIVE DATE:** 



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4668 Public Hearings 11.

**BCC Regular Meeting** 

Meeting Date: 07/25/2013

**Issue:** 5:32 p.m. Public Hearing to Consider Adoption of a Temporary Moratorium

Ordinance Restricting New Construction of Solid Waste Management Facilities

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

5:32 p.m. Public Hearing for consideration of adopting an Ordinance imposing a temporary moratorium on permitting of new construction of solid waste management facilities.

<u>Recommendation</u>: That the Board adopt an Ordinance imposing a temporary moratorium on permitting of new construction of solid waste management facilities.

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

#### **BACKGROUND:**

At the July 11, 2013 Board meeting, the Board conducted the first of two public hearings which allowed the Board to review and discuss and received input from the public on an ordinance imposing a temporary moratorium on permitting of new construction of solid waste management facilities.

At the June 20, 2013 Board meeting, the Board scheduled the two required public hearings relating to this ordinance.

At 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 to 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 Interim County Administrator to pursue requests for proposal for a material recovery facility and a resource recovery system.

#### **BUDGETARY IMPACT:**

N/A

Deputy County Attorney, Charles V. Peppler has drafted the attached moratorium ordinance. The ordinance was advertised in the June 29, 2013 edition (for the first public hearing) and the July 13, 2013 edition (for the second public hearing) of the <i>Pensacola News Journal</i> .
PERSONNEL: N/A

# POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

# IMPLEMENTATION/COORDINATION:

**LEGAL CONSIDERATIONS/SIGN-OFF:** 

N/A

### **Attachments**

**Ordinance** 

#### ORDINANCE NUMBER 2013-

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, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste; and

WHEREAS, Section 403.703(38), Fla. Stat., defines "transfer station" as a site the primary purpose of which is to store or hold solid waste for transport to a processing or disposal facility; and

WHEREAS, Section 403.703(19), Fla. Stat., defines "materials recovery facility" as a solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment or any

combination of such materials; and

WHEREAS, Section 403.703(25), Fla. Stat., defines "recovered materials processing facility" as a facility engaged solely in the storage, processing, resale or reuse of recovered materials; and

WHEREAS, Section 403.703(28), Fla. Stat., defines "resource recovery" as the process of recovering materials or energies from solid waste; and

WHEREAS, Section 403.703(41), Fla. Stat., defines "volume reduction plant" as including incinerators, pulverizers, compactors, shredding and baling plants, composting plants and other plants that accept and process solid waste for recycling or disposal; and

WHEREAS, Chapter 62-701.200(108), Florida Administrative Code, defines "solid waste combustor" as an enclosed device that uses controlled combustion, the primary purpose of which is to thermally break down solid, liquid, or gaseous combustible solid waste to an ash residue that contains little or no combustible material. It is further defined as including any facility that uses incineration, gasification, or pyrolysis to break down solid waste; and

WHEREAS, Chapter 62-701.710(11), F.A.C., was recently amended to provide for transfer stations in which solid waste consisting of construction and demolition debris and Class III solid waste contained in one mobile container or vehicle is carried or loaded into another mobile container or vehicle as being exempt from statutory requirements imposed on transfer stations in general; and

WHEREAS, some or all of the foregoing facilities and systems necessitate the use of specialized, heavy equipment including, but not limited to, front end loaders, heavy trucks, conveyors, baling presses and tying equipment, crushers, flatteners, and densifiers, cutters and shears, granulators, roll splitters, shredders, flail mills, hammer mills, trommels and screens, cranes equipped with electromagnets or grapples, skid steer loaders; and

WHEREAS, some of the serious negative off-site impacts of these facilities and systems have included potential groundwater contamination, noise pollution, air pollution, vector control, aesthetic concerns, and safety issues; and

WHEREAS, the negative off-site impacts of these facilities and systems affect the health, safety and welfare of Escambia County residents and citizens; and

WHEREAS, the Escambia County staff and the Escambia County Board of County Commissioners are currently studying and considering solutions regarding the siting and impact of such facilities and systems on water resources, air quality, noise pollution, vector control, land use regulations, zoning districts, and human health and environment including the issuance of requests for proposal for a materials recovery

facility and other resource recovery systems; and

WHEREAS, there is a rational relationship for a moratorium to be imposed so as to allow the County to preserve the status quo while it formulates land use regulations relating to these facilities and systems and undertakes a comprehensive review of its land use regulations and performance standards for the siting and operation of these facilities and systems during the moratorium period including the formulation and issuance of request for proposals of those type of facilities; and

WHEREAS, specific authority for the Board of County Commissioners to adopt this ordinance includes, but is not limited to, Article VIII, Section 1(f) of the Florida Constitution of 1968 and Sections 125.01(1)(h), and (k), Florida Statutes; and

WHEREAS, on June 29, 2013, a legal advertisement was placed in a newspaper of general circulation in the County notifying the public of this proposed ordinance and of the public hearing to be held in the Commission Chambers at least seven days following such advertisement; and

WHEREAS, on July 13, 2013, a second legal advertisement was placed in the aforesaid newspaper notifying the public of the second public hearing to be held at least five days following such advertisement; and

WHEREAS, two public hearings were held on July 11, 2013 at 5:40 p.m. and July 25, 2013 at 5:32 p.m. pursuant to the published notices described above at which hearings, parties and interests and all others had an opportunity to be heard; and

WHEREAS, the Board of County Commissioners heard testimony and evidence concerning these facilities as to siting, operations, and the potential negative offsite impacts and testimony concerning the potential hardship imposed by such a moratorium.

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

<u>Section 1.</u> Part I of the Escambia County Code of Ordinances, Chapter 82, Article V, Landfills and other Disposal Facilities, is hereby created to read as follows:

**Sec. 82-198.** New Solid Waste Management and Solid Waste Disposal Facilities Moratorium.

A. Findings. The foregoing recitation of findings are hereby adopted and incorporated by reference herein as the factual basis which necessitates this action.

#### B. Declaration of Moratorium.

- 1. The Board of County Commissioners hereby declares that processing applications for, and the issuance of, permits, development orders, DRC approvals, administrative approvals, or an approval of any type for new solid waste management facility, solid waste disposal facility, materials recovery facility, recovered materials processing facility, waste to energy facility, solid waste combustor system, transfer station, resource recovery system, mixed waste processing facility, volume reduction plant or any other similar facility or system, shall temporarily cease immediately upon the effective date of this ordinance, for the period set forth in Paragraph C, following.
- 2. The moratorium imposed by this ordinance shall prohibit the processing of future land use map amendments or zoning map amendments for the purpose of establishing areas for the operation of the above described facilities and any similar facilities.
- 3. This moratorium is not intended to affect nor shall it affect expansion of those solid waste management facilities, now existing, including the Palafox Transfer Station and the Perdido Landfill, legally in operation as of the effective date of this ordinance.
- C. Duration of Moratorium. This moratorium imposed by this ordinance shall automatically expire on April 21, 2014, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of amendments to the Land Development Code contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.
- D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all incorporated and unincorporated areas of Escambia County unless a municipality shall expressly exclude itself by resolution.

#### Section 2. Severability.

It is declared the intent of the Board of County Commissioners that any subsection, clause, sentence, provision or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions 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 part of the Escambia County Code; and that 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 s State.	shall become effec	tive upon its fili	ng with the Department of		
DONE AND ENA	ACTED this	day of	, 2013.		
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA				
ATTEST: Pam Chil	ders	Gene M.	Valentino, Chairman		
Clerk of the	he Circuit Court		cument approved as to form		
Deputy Clerk			hules V. Jenle		
(Seal)		By: Title: Date:	2-12-13		
ENACTED:					
FILED WITH DEPART	MENT OF STATE:				
EFFECTIVE:					



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4689 Public Hearings 12.

**BCC Regular Meeting** 

Meeting Date: 07/25/2013

**Issue:** 5:33 p.m. Public Hearing Concerning the Noise Ordinance Amendment

From: Alison Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

5:33 p.m. Public Hearing for consideration of adopting an Ordinance amending the Noise Ordinance, Chapter 42, Article III, Sections 42-61 through 42-70, of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt an Ordinance amending Chapter 42, Article III, Sections 42-61 through 42-70, of the Escambia County Code of Ordinances, relating to noise. This amendment establishes findings regarding the unique nature of Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the County, which have decibel-based noise regulations, and establishes an amended reasonable person standard for all other areas of the County, as defined in the Ordinance.

#### **BACKGROUND:**

At the Committee of the Whole on May 16, 2013, the Board directed the County Attorney's office to amend the Noise Ordinance, applicable to the mainland, with a reasonable person standard that the Sheriff's Office will enforce.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The ordinance was drafted by County Attorney Alison Rogers. The ordinance was advertised in the Saturday edition of the Pensacola News Journal on July 13, 2013.

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A

### **Attachments**

<u>Draft Ordinance</u> <u>Proof of Publication</u>

#### ORDINANCE 2013-

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 42, ARTICLE III, SECTIONS 42-61 THROUGH 42-70 OF THE CODE OF ORDINANCES; ESTABLISHING AN AMENDED REASONABLE PERSON STANDARD FOR THE COUNTY NOISE ABATEMENT ORDINANCE; ESTABLISHING FINDINGS REGARDING THE UNIQUE NATURE OF PENSACOLA BEACH AND PERDIDO KEY WHICH HAVE DECIBEL-BASED NOISE REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has the authority to provide for noise abatement regulations pursuant to Fla. Const. Art. II, Section 7, which provides that adequate provisions shall be made by law for the abatement of excessive and unnecessary noise, and under the home rule power of Escambia County, Florida specifically § 125.01(1), Fla. Stat.; and

WHEREAS, noise which is unreasonably loud or noise which is beyond certain defined decibel readings can be injurious to the health, safety, welfare, tranquility and peace of the public; and

WHEREAS, the County has a compelling state interest in protecting the public from excessively loud music, as recognized by the Florida Supreme Court in *State v. Catalano*, 104 So.3d 1069 (Fla. 2012); and

WHEREAS, the County has authority to regulate unreasonably loud noise within its jurisdiction, see *DA Mortgage, Inc. v. City of Miami Beach*, 486 F.3d 1254, 1272 (11th Cir. 2007); and

WHEREAS, the County additionally has authority to regulate noise based on decibel readings beyond certain limits, *see Dupres v. City of Newport, Rhode Island*, 978 F. Supp. 429, 433 (D.R.I. 1997); *Daley v. City of Sarasota*, 752 So.2d 124, 126 (Fla. 2<sup>nd</sup> DCA 2000); and

WHEREAS, providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective, see Fla. High Sch. Activities Ass'n v. Thomas ex rel. Thomas, 434 So.2d 306, 308 (Fla. 1983); Haber v. State, 396 So.2d 707, 708 (Fla. 1981); and

WHEREAS, in Escambia County the barrier islands are unique in both usage and geography, with limited vegetation, high tourism and numerous entertainment venues within limited geographical areas; and

WHEREAS, the Escambia County Board of County Commissioners has determined that the following amendment promotes and protects the general health, safety and welfare of the residents of Escambia County.

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

**SECTION 1.** Chapter 42, Article III, Sections 42-61 through 42-70 of the Escambia County Code of Ordinances is hereby amended as follows:

#### Sec. 42-61. - Short title.

This article shall be known as the "County Noise Abatement Ordinance."

#### Sec. 42-62. - Authority and purpose.

This article is adopted pursuant to the general laws of the state to protect the health, safety and welfare of the residents and citizens of the county.

#### Sec. 42-63. - Definitions.

As used in this article, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

County administrator means the county administrator of Escambia County or the county administrator's designee.

dbA's means decibels shown in a reading made on a decibel A scale.

Decibel (dB) means a unit for measuring the volume of a sound equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).

*Emergency* means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

Emergency work means any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.

*Noise sensitive area* includes, but is not limited to, a posted area where a school, hospital, nursing home, church, court, public library, or similar institution is located.

*Person* means any individual, firm, association, partnership, joint venture, or corporation.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a government entity.

Public space means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

Residential area means any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of Escambia County's zoning ordinance.

Sound level meter means an instrument used for measurement of the intensity of sound and accurately calibrated in decibels. Readings shall be made on a dbA scale.

#### Sec. 42-64. - General prohibition.

- (a) No person shall make, continue, or cause to be made or continued:
  - (1) Any unreasonably loud or raucous noise; or
  - (2) Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of Escambia County; or
  - (3) Any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noise emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to create unreasonable adverse effects on such residences or places of business.
- (a) It shall be unlawful for a person to make, cause, allow or permit to be made any unreasonably loud sound within the geographical boundaries of the County or within those areas over which the County has jurisdiction, including the waters and beaches adjacent to, abutting or bordering the County.
- (b) Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:
  - (1) The proximity of the sound to sleeping facilities, whether in residential or commercial structures:
  - (2) The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;

138			
139		<del>(3)</del>	The time of day or night the sound occurs;
140			
141		<del>(4)</del>	The duration of the sound; and
142		(=)	
143		<del>(5)</del>	Whether the sound is recurrent, intermittent, or constant.
144	/b.\	Госы	are which may be considered in determining whether cound is unrecessably
145 146	<u>(b)</u>		ors which may be considered in determining whether sound is unreasonably
140		loud	include, but are not limited to, the following:
148		<u>(1)</u>	The volume of the sound.
149		(1)	The volume of the Sound.
150		<u>(2)</u>	The intensity of the sound.
151		7=1	THE III CHAIN OF THE GOUNG.
152		<u>(3)</u>	Whether the nature of the sound is usual or unusual.
153		<del>1-1</del>	
154		<u>(4)</u>	The volume and intensity of the background sound, if any.
155			
156		<u>(5)</u>	The proximity of the sound to residential sleeping facilities.
157			
158		<u>(6)</u>	The nature and zoning of the area within which the sound emanates.
159		<b>(-</b> )	
160		<u>(7)</u>	The time of the day or night the sound occurs.
161		(0)	The description of the second
162		<u>(8)</u>	The duration of the sound.
163 164	Soc	12 GE	Noises prohibited.
	Sec.	42-05.	Noises prombited.
165			
166			ollowing acts are declared to be per se violations of this article. This
167	enum	ieratioi	n does not constitute an exclusive list:
168			
169	(a)		asonable noises: The unreasonable making of, or knowingly and
170			asonably permitting to be made, any unreasonably loud, boisterous or
171 172			ual noise, disturbance, commotion or vibration in any boarding facility,
172			ing, place of business or other structure, or upon any public street, park, or place or building. The ordinary and usual sounds, noises, commotion or
173 174			tion incidental to the operation of these places when conducted in
175			rdance with the usual standards of practice and in a manner which will not
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(b) Vehicle horns, signaling devices, and similar devices: The sounding of any horn, signaling device, or other similar device, on any automobile, motorcycle, or other vehicle on any right-of-way or in any public space of Escambia County, for more

not detrimentally affect the operators of adjacent places of business are

exempted from this provision.

 unreasonably disturb the peace and comfort of adjacent residences or which will

than ten consecutive seconds. The sounding of any horn, signaling device, or other similar device, as a danger warning is exempt from this prohibition.

- Nonemergency signaling devices: Sounding or permitting sounding any amplified signal from any bell, chime, siren, whistle or similar device, intended primarily for nonemergency purposes, from any place for more than ten consecutive seconds in any hourly period. The reasonable sounding of such devices by houses of religious worship, ice cream trucks, seasonal contribution solicitors or for traffic control purposes are exempt from the operation of this provision.
  - (d) Emergency signaling devices: The intentional sounding or permitting the sounding outdoors of any emergency signaling device including fire, burglar, civil defense alarm, siren, whistle, or similar emergency signaling device, except in an emergency or except as provided in subsections (1) and (2) below.
    - (1) Testing of an emergency signaling device shall occur between 7:00 a.m. and 7:00 p.m. Any testing shall use only the minimum cycle test time. In no case shall such test time exceed five minutes, testing of the emergency signaling system shall not occur more than once in each calendar month.
    - (2) Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm, shall terminate within 15 minutes of activation unless an emergency exists. If a false or accidental activation of an alarm occurs more than twice in a calendar month, the owner or person responsible for the alarm shall be in violation of this article.
  - (e) Radios, televisions, boomboxes, phonographs, stereos, musical instruments and similar devices: The use or operation of a mobile device, radio, television, boombox, stereo, musical instrument, or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet and comfort of neighbors and passers-by, or is plainly audible at a distance of 100 feet from any person in a commercial, industrial area, or public space. The use or operation of a mobile device, radio, television, boombox, stereo, musical instrument, or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound and unreasonably disturbs the peace, quiet, and comfort of neighbors in residential or noise sensitive areas, including multifamily or single-family dwellings.
  - (f) Loudspeakers, amplifiers, public address systems, and similar devices: The unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system, or other device for producing or reproducing sound between the hours of 10:00 p.m. and 7:00 a.m. on weekdays, and 10:00 p.m. and 10:00 a.m. on weekends and holidays in the following areas:

(1) Within or adjacent to residential or noise sensitive areas; and

(2) Within public space if the sound is plainly audible across the real property line of the public space from which the sound emanates, and is unreasonably loud and raucous.

This shall not apply to any public performance, gathering, or parade for which a permit has been obtained from Escambia County.

(g) Yelling, shouting and similar activities: Yelling, shouting, hooting, whistling, or singing in residential or noise sensitive areas or in public places, between the hours of 10:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably disturb the quiet, comfort, or repose of reasonable persons or ordinary sensitivities.

(h) Animals and birds: Unreasonably loud or raucous noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls or otherwise cares for the animal or bird. Sounds made by animals or birds in animal shelters, kennels, veterinary hospitals, pet shops or pet kennels are exempt from this subsection.

(i) Loading or unloading merchandise, materials, equipment or commodities: The creation of unreasonably loud, raucous, and excessive noise in connection with the loading or unloading of any vehicle or vessel at a place of business or residence. In times of emergency, whether declared or undeclared, such hours of loading and unloading shall be governed by the emergency operating hours provision of subsection 42-66(i).

(j) Construction or repair of buildings, excavation of streets and highways: The construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00 a.m. and 7:00 p.m. In cases of emergency, construction or repair noises are exempt from this provision. In nonemergency situations, the county administrator may issue a permit, upon application, if the county administrator determines that the public health and safety, as affected by loud and raucous noise caused by construction or repair of buildings of excavation of streets and highways between the hours of 7:00 p.m. and 7:00 a.m., will not be impaired, and if the county administrator further determines that loss or inconvenience would result to a party in interest. The permit shall grant permission in nonemergency cases for a period of not more than three days. The permit may be renewed once for a period of three days or less.

(k) Noise sensitive areas; school, courts, churches, hospitals, and similar institutions: The creation of any unreasonably loud and raucous noise adjacent to any noise sensitive area while it is in use, which unreasonably interferes with the

- workings of the institution or which disturbs the persons in these institutions; provided that conspicuous signs delineating the boundaries of the noise sensitive area are displayed in the streets surrounding the noise sensitive area.
  - (I) Blowers, and similar devices: In residential or noise sensitive areas, between the hours of 10:00 p.m. and 7:00 a.m., the operation of any noise-creating blower, power fan, or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, provided that the noise is unreasonably loud and raucous and can be heard across the property line of the property from which it emanates.
  - (m) Commercial establishments adjacent to residential property: Unreasonable loud and raucous noise from the premises of any commercial establishment, including any outdoor area which is part of or under the control of the establishment, between the hours of 10:00 p.m. and 7:00 a.m. when such noise creates unreasonable adverse effects on adjacent or nearby residences.

## Sec. 42-66. - Exemptions.

Sounds caused by the following are exempt from the prohibitions set out in sections 42-64 and 42-65 and are in addition to the exemptions specifically set forth in section 42-65:

- (a) *Motor vehicles on traffic ways* of Escambia County, provided that the prohibition of section 42-65 (b) continues to apply.
- (b) Repairs of utility structures which pose a clear and immediate danger to life, health, or significant loss of property.
- (c) Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger, provided that the prohibition contained in section 42-65(d) continues to apply.
- (d) Emergency alerting sounds. The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- Repairs or excavations of bridges, streets or highways by or on behalf of Escambia County, the state, or the federal government, between the hours of 7:00 p.m. and 7:00 a.m., when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.
- 318 (f) Outdoor school and playground activities. Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in

- accordance with the manner in which such spaces are generally used, including but not limited to, school athletic and school entertainment events. (g) Special outdoor events. Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit authorizing a limited waiver of the restrictions in the noise abatement ordinance has been obtained from the Escambia County Board of County Commissioners pursuant to the following procedure: 1. The applicant shall file a permit application with the county administrator on a form prepared by the county which shall set forth at the minimum: The name and address of the applicant. a. The address of the site for the event. b. The dates and time of the event. C. d. The activity which will exceed the limits established by the noise abatement ordinance. The steps that will be taken to minimize the disturbance to the e. surrounding or neighboring properties. The county administrator shall provide the permit application as well as 2. any other available information, to the board of county commissioners for consideration at a meeting of the board of county commissioners.
  - 3. A permit granted by the board of county commissioners shall indicate the dates and times during which noise at the subject event may exceed the limits established by the noise abatement ordinance. However, if a permit does not indicate the applicable times for the waiver, then the permit shall not allow the excessive noise to begin earlier than 12:00 noon or to extend beyond 10:30 p.m. or to continue for a period of more than four hours between the hours of 12:00 noon and 10:30 p.m.

- 4. The board of county commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.
- 5. Violation of the terms or conditions set forth in the permit shall constitute a violation of the Escambia County Noise Abatement Ordinance.
- (h) Pensacola Interstate Fair. The Pensacola Interstate Fair, a traditional two-week event held each October at the Pensacola Fair Grounds, is exempt from the restrictions of this noise ordinance. This exemption applies only to the Pensacola

Interstate Fair and does not exempt another event or activity held at the Pensacola Fair Grounds.

(i) Emergency operating hours. During times of emergency, whether declared or undeclared, the prohibited operating hours established by this noise ordinance for those commercial/industrial activities necessary to the public health, safety, and welfare may be temporarily suspended by resolution of the board of county commissioners.

(j) Firearms. Noise caused by the discharge of firearms. However, this exemption shall not be construed to authorize the discharge of any firearm in contravention of state law.

## Sec. 42-67. - Regulations for Santa Rosa Island and Perdido Key.

## Findings:

 The Board of County Commissioners hereby makes the following legislative findings regarding those parts of Santa Rosa Island and Perdido Key that are within the jurisdiction of Escambia County:

1. The barrier islands of Escambia County offer a unique combination of natural beauty, recreational activities, seasonal events, entertainment venues, restaurants, transient lodging and homes.

<u>2.</u> <u>These areas are often marketed to tourists and other short-term visitors as</u> destinations inclusive of such amenities.

3. On the barrier islands the areas of natural beauty, recreational activities, seasonal events, entertainment venues, restaurants, transient lodging and homes often co-exist within a very close proximity of one another.

4. The barrier islands are surrounded by water and have unique geographical features such as limited topography and vegetation.

<u>5.</u> The combination of these factors creates situations where continuing conflicts over noise are likely and therefore an objective decibel-based regulation is more appropriate than an unreasonableness standard.

Recognizing the unique tourist, recreational and entertainment characteristics these findings with regards to of Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the county, the provisions of sections 42-64 and 42-65 shall not apply to these geographic areas. For these geographic areas, the following standards shall apply:

- Santa Rosa Island (Pensacola Beach): In no event shall a person operate or cause to be operated or create any source of sound in such a manner so as to create a sound level which exceeds 70 dbA (sound level measurement) when measured by a sound level meter at or within the property boundary of the receiving land use.
- (b) Perdido Key: In no event shall a person operate or cause to be operated or create any source of sound in such a manner so as to create a sound level which exceeds an average of 70 dbA (sound level measurement) when measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately at equal intervals. Those sound readings shall be taken at or within the property boundary of the receiving land use. With regards to sound measurements of live music performances, when possible. none of the four readings shall be taken during a break, intermission or other period when no music is emanating from the sound equipment.

## Sec. 42-68. - Enforcement.

- (a) The following individuals shall enforce this article: the Escambia County Sheriff's Department will have primary responsibility for the enforcement of the noise regulations contained herein. Nothing in this article shall prevent the Escambia County Sheriff's Department from obtaining voluntary compliance by way of warning, notice or education.
- (b) If a person's conduct would otherwise violate this article and consists of speech or communication; of a gathering with others to hear or observe speech or communication; or of a gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political or religious questions; the person must be ordered to, and have the opportunity to, move, disperse, or otherwise remedy the violation prior to arrest or a citation being issued.

## Sec. 42-69. - Penalties.

- (a) A person who violates a provision of this article is guilty of a misdemeanor which is punishable by a fine not to exceed \$500.00 or imprisonment not to exceed 60 days or both.
- (b) Each occurrence of a violation, or, in the case of continuous violation, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.
- In lieu of making an arrest or issuing a notice to appear, a law enforcement officer or a code enforcement officer may issue a citation pursuant to section 30-63 of the Escambia County Code of Ordinances. Each violation of any provision of this article shall constitute a separate offense.

Any person who willfully refuses to sign and accept a citation issued by a law enforcement officer or a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083. A written warning to this effect shall be provided at the time any citation is issued hereunder.

## Sec. 42-70. - Effective area.

This article is enforceable in the unincorporated areas of Escambia County, Florida.

## **SECTION 2. SEVERABILITY.**

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

## SECTION 3. INCLUSION IN THE CODE.

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

## SECTION 4. EFFECTIVE DATE.

484				
485	This	Ordinance shall become e	effective upon filing w	ith the Department of State.
486				•
487	DON	E AND ENACTED THIS _	DAY OF	, 2013.
488				
489			BOARD OF COUN	TY COMMISSIONERS
490			ESCAMBIA COUN	TY, FLORIDA
491				
492				
493			Gene M. Valentino,	Chairman
494	ATTEST:	PAM CHILDERS		
495		Clerk of the Circuit Coul		
496			Enacted:	
497				
498		Deputy Clerk	Filed with [	Department of State:
499				
500	(Seal)		Effective:_	
501				



Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Anna Hammes who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

## Notice Of Intent

Was published in said newspaper in the issue(s) of:

July 13, 2013

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 15th Day of July, 2013, by Anna Hammes, who is personally known to me.

Affiant

Notary Public

GILLIAN L. WARD

NOTARY PUBLIC - STATE OF FLORIDA

COMMISSION #EE835572

MY COMMISSION EXPIRES SEPT. 17, 2016

#### NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambla County, Florida at a public hearing to be held on Thursday, July 25, 2013 at 5:33 p.m. in the BCC Meeting Room, Ernle Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 42, ARTICLE III, SECTIONS 42-61 THROUGH 42-70 OF THE CODE OF ORDINANCES; ESTABLISHING AN AMENDED REASONABLE PERSON STANDARD FOR THE COUNTY NOISE ABATEMENT ORDINANCE; ESTABLISHING FINDINGS REGARDING THE UNIQUE NATURE OF PENSACOLA BEACH AND PERIODO KEY WHICH HAVE DECIBEL-BASED NOISE REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 130.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Legal No. 1603349 1T July 13, 2013



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4644 Public Hearings 13.

**BCC Regular Meeting** 

Meeting Date: 07/25/2013

**Issue:** 5:34 p.m. Public Hearing Concerning the Fiscal Year 12/13 Federal Transit

Administration 5307 Grant Application

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

Organization: Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

5:34 p.m. Public Hearing concerning the Fiscal Year 2012/2013 Federal Transit Administration 5307 Grant Application.

<u>Recommendation</u>: That the Board take the following action concerning the Fiscal Year 2012/2013 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,564,231 in Federal assistance on mass transit projects;

B. Approve the Grant Application, after receiving comments at the Public Hearing; and

C. Authorize the Escambia County Area Transit (ECAT) General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords for the Chairman and County Attorney where necessary, as authorized by Resolution R2013-43, approved by the Board of County Commissioners on April 18, 2013.

[The Fiscal Year 2012/2013 Capital Grant Application is included in the approved Fiscal Year 2013/2014 County Budget]

#### **BACKGROUND:**

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Electronic Award and Management (TEAM) System.

The FTA publishes apportionments two times every year, and ECAT has already applied for the first half of the FY 12/13 5307 grant. ECAT recommends that Escambia County apply for the remaining half of the FY 12/13 5307 grant by approving this application for the Program of Projects.

#### PROGRAM OF PROJECTS

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The the budget for this grant application follows:

Item	Project Cost	
Preventive Maintenance	\$ 415,000	
ADA	\$ 156,423	
Project Administration	\$ 50,000	
Operating Assistance	\$ 902,808	
Other Capital Items	\$ 40,000	
Total Dudget	¢4 EC4 224	
Total Budget	\$1,564,231	

The first four items - Preventive Maintenance, ADA, Project Administration, and Operating Assistance - are all operating expenses and are necessary for ECAT to move forward with a balanced budget for FY 13/14. The two main strains on the Transit budget have been the \$1.5 M shortfall in the Service Development Grant (established by the previous management company) and the receipt of only 3/4 of the gas tax for FY 13/14 (funds begin in January 2014), with no supplement for the other 1/4 from the general fund.

The \$40K for Capitol items are \$20K for Security and \$20K for amenities (benches and shelters). Both are part of the FTA general guidelines which look for 1% of the grant be applied to security and 1% applied to amenities.

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

## **BUDGETARY IMPACT:**

The FY 12/13 Capital Grant Application is included in the approved FY 13/14 County Budget.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The required FY 12/13 Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on March 22, 2013. The Board approved the Resolution on April 18, 2013, as part of the initial grant application process.

## **PERSONNEL:**

Additional personnel will not be required by ECAT.

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

## **IMPLEMENTATION/COORDINATION:**

ECAT personnel will electronically file all required documentation and will coordinate with FTA, FDOT, and Transportation and Traffic Operations staff.

Attachments	
_	Attachments

View Print Page 1 of 10





U.S. Department of Transportation

**Federal Transit Administration** 

## **Application**

Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Project ID:	FL-90-X930
Budget Number:	1 - Budget Pending Approval
Project Information:	FY2013 CAPITAL PROJECTS FUNDING INC

## Part 1: Recipient Information

Project Number:	FL-90-X930
Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Address:	221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591
Telephone:	(850) 595-3228
Facsimile:	(850) 595-3222

## **Union Information**

Recipient ID:	1092
Union Name:	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1:	3300 North Pace Boulevard
Address 2:	Suite 326
City:	Pensacola, FL 32505
Contact Name:	Mike Lowery
Telephone:	(850) 341-4068
Facsimile:	(850) 433-0596
E-mail:	atu1395@aol.com
Website:	

## Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$2,467,039
	1067		

Project Number:	FL-90-X930
Project Description:	FY2013 CAPITAL PROJECTS FUNDING INC
Recipient Type:	County Agency
FTA Project Mgr:	Tajsha Lashore 404-865- 5606
Recipient Contact:	Kim Hansen 850-595-3228 ext. 217
New/Amendment:	New
Amend Reason:	Initial Application
Fed Dom Asst. #:	20507
Sec. of Statute:	5307-2
State Appl. ID:	n/a
Start/End Date:	Jul. 01, 2013 - Sep. 30, 2014
Recvd. By State:	
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Jun. 26, 2013
Program Page:	1177
Application Type:	Electronic
Supp. Agreement?:	Yes
Debt. Delinq. Details:	

Adjustment Amt:	\$0
Total Eligible Cost:	\$2,467,039
Total FTA Amt:	\$1,564,231
Total State Amt:	\$0
Total Local Amt:	\$902,808
Other Federal Amt:	\$0
Special Cond Amt:	\$0
Special Condition:	None Specified
S.C. Tgt. Date:	None Specified
S.C. Eff. Date:	None Specified
Est. Oblig Date:	None Specified
Pre-Award Authority?:	Yes
Fed. Debt Authority?:	No
Final Budget?:	No

## **Urbanized Areas**

UZA ID	UZA Name	
129570	PENSACOLA, FL-AL	

## **Congressional Districts**

State ID	District Code	District Official
12	1	Jeff Miller

## **Project Details**

Escambia County, FL requests FY2013 Capital Assistance using 5307 funds allocated in FY 2013. Requested funds total \$ 1,564,231.

Escambia County Area Transit has already applied for the first half of the 5307 funds in the amount of \$ 1,444,671.

View Print Page 3 of 10

This application is for the remaining funds apportioned to Escambia County Area Transit for FY2013.

Escambia will use these funds for operating assistance, bus station equipment and security purposes. Additionally, funds are requested for FY13 Capital Preventive Maintenance costs, FY13 ADA Paratransit costs and project administration.

The requested operating assistance will be matched 50/50 by funds from Escambia County's general fund.

A copy of a Florida Department of Transportation letter, authorizing the use of \$ 165,356 in toll revenue credits as a soft match for all capital related items included in this FY13 application will be enclosed with this application as soon as it is received from the Florida Department of Transportation.

ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

Projects are included in STIP Dated 06/29/2013 project # 4222581 on page 1177 and project # 4309953 on page 1178. These pages are included with this application.

## **Earmarks**

## No information found.

#### Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

## Part 3: Budget

**Project Budget** 

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	3	\$621,423.00	\$621,423.00
ACTIVITY			
11.7A.00 PREVENTIVE MAINTENANCE	1	\$415,000.00	\$415,000.00
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$156,423.00	\$156,423.00
11.79.00 PROJECT ADMINISTRATION	1	\$50,000.00	\$50,000.00

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SCOPE			
113-00 BUS - STATION/STOPS/TERMINALS	1	\$20,000.00	\$20,000.00
ACTIVITY			
11.34.20 REHAB/RENOVATE - MISC BUS STATION EQUIPMENT	1	\$20,000.00	\$20,000.00
<u>SCOPE</u>			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	1	\$20,000.00	\$20,000.00
ACTIVITY			
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	\$20,000.00	\$20,000.00
SCOPE			
300-00 OPERATING ASSISTANCE	1	\$902,808.00	\$1,805,616.00
ACTIVITY			
30.09.01 UP TO 50% FEDERAL SHARE	1	\$902,808.00	\$1,805,616.00
	Estimated To	tal Eligible Cost:	\$2,467,039.00
		Federal Share:	\$1,564,231.00
		Local Share:	\$902,808.00

## OTHER (Scopes and Activities not included in Project Budget Totals)

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
991-00 SECURITY EXPENDITURES	1	\$20,000.00	\$20,000.00
ACTIVITY			
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	\$20,000.00	\$20,000.00

## No Amendment Funding Source information is available for the selected project

## Alternative Fuel Codes

## **Extended Budget Descriptions**

11.7A.00	PREVENTIVE MAINTENANCE	1	\$415,000.00	\$415,000.00

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Will provide funding for Preventive Maintenance cost (labor and parts) for maintaining a 45 vehicle bus fleet. Funding will be used from Otober 1, 2012 through September 30, 2013. Escambia County has a force account plan.

11.7C.00	NON FIXED ROUTE ADA PARATRANSIT	1	\$156,423.00	\$156,423.00
	SERVICE			

Federal contribution to FY13 ADA Paratransit Service purchased from private provider under terms of Service Contract.

ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC)designated by the TPO as a result of a competitive procurement in accordance with Cahpter 427 of Florida Statutes.

The period of Service cobered by this grant will be from October 1, 2012 to September 30, 2013.

11.79.00 PROJECT ADMINISTRATION	1	\$50,000.00	\$50,000.00
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Project Administration expenses associated with the oversight of FTA funded capital project activities.

ECAT will have a project administrator to perform all federal grant responsibilities. Salary and fringe benfits estimated at \$ 60,000 annually and to include 2080 hours. Other cost include public advertisements estimated at \$ 2,000 for RFP and other solicitations, and wages of other personnel required for various grant oversight responsibilities such as NTD reporting, grant public hearing meetings and DBE and EEO reporting estimated at \$ 38,000 per year.

11.34.20 REHAB/RENOVATE - MISC BUS STATION EQUIPMENT	1	\$20,000.00	\$20,000.00
------------------------------------------------------	---	-------------	-------------

ECAT plans to use this funding to rehab and renovate several bus shelters. If the cost of renovating any shelter exceeds \$ 5,000, we expect the useful life of the shelter to be 7 years.

11.42.09 ACQUIRE - MOBILE SUR	SECURITY EQUIP 1	\$20,000.00	\$20,000.00
-------------------------------	------------------	-------------	-------------

Funding will be used for bus security improvements. If any item is acquired for over \$ 5,000, we expect the useful life of such equipment to be 5 years.

30.09.01	UP TO 50% FEDERAL SHARE	1	\$902,808.00	\$1,805,616,00
00.05.01	OF TO 0070 FEDERAL OFFICE	11 11 1001	Ψ502,000.00	ψ1,000,010.00

In accordance with MAP21 and the `FTA section 5307 Operating Assistance Special Rule for FY2013 (Table 3A)`, Escambia County is eligible for applying for operating assistance for FY13 in the amount of \$ 2,246,287. Escambia County area Transit is applying for operating assistance in the amount of \$ 902,808. This amount will be matched 50/50 with funding from Escambia County`s general fund.

## Changes since the Prior Budget

## No information found.

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## Part 4. Milestones

## 11.7A.00 PREVENTIVE MAINTENANCE

\$415,000

\$415,000

	Milestone Description	Est. Comp. Date
1.	Capital Preventive Maintenance	Sep. 30, 2013
	Capital cost of transit system preventive maintenance program from October 1, 2012 to September 30, 2013. Use of Florida Toll Revenue credis as local match authorized for this project. Federal contribution estimated at \$ 415,000. Preventive maintenance includes personnel and material cost for maintenance of revenue vehicles and other maintenance cost as defined by the NTDB instructions and reported in the annual NTD report.	
2,	Final Expenditure	Nov. 30, 2013
	As all preventive maintenance expenses will be incurred by 9/30/2013, we expect to request funding no later than November 30, 2013.	

## 11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE

\$156,423

\$156,423

	Milestone Description	Est. Comp. Date
1.	ADA Paratransit	Sep. 30, 2013
	Mandatory ADA Paratransit Service throughout ECAT service area. Service provided through BCC contract with local provider.	
2.	Final Expenditure	Nov. 30, 2013
	As all expenses for ADA Paratransit Services will be incurred by September 30, 2013 we expect to request funding no later than November 30, 2013	

## 11.79.00 PROJECT ADMINISTRATION

1 \$50,000

\$50,000

	Milestone Description	Est. Comp. Date
1.	Project Administration	Sep. 30, 2013
	ECAT will have a project administrator to perform all federal grant responsibilities. Salary and fringe benefits estimated at \$ 60,000 annually and to include 2,080 hours. Other cost include publice advertisements estimated at \$ 2,000 for RFP and other obligations, and wages of other personnel required for various grant oversight responsibilities such as NTD reporting, grant public hearing meetings and DBE and EEO reporting estimated at \$ 38,000	
2.	Final Expenditure	Nov. 30, 2013
	As all expenses for Project Administration will be incurred by September 30, 2013 we expect to request funding no later than November 30, 2013	

11.34.20 REHAB/RENOVATE - MISC BUS STATION

\$20,000

\$20,000

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## **EQUIPMENT**

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Mar. 31, 2014
	ECAT expects to renovate bus station equipment and shelters at numerous locations. If the cost of any renovation exceed \$ 5,000, it is expected that the useful life of such renovations will be 7 years.	
2.	Contract Award	Jun. 30, 2014
3.	Contract Complete	Sep. 30, 2014

# 11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP

1 \$20,000

\$20,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Mar. 31, 2014
	ECAT expects to acquire various items to improve security throughout all ECAT services.	
2.	Contract Award	Jun. 30, 2014
3.	Contract Complete	Sep. 30, 2014

## **30.09.01** UP TO 50% FEDERAL SHARE

1 \$902,808

\$1,805,616

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Sep. 30, 2013
	ECAT is requesting operating assistnce n the amount of \$874,349 and will request reimbursement of this amount by November 30, 2013. As all operating expenses will be incurred by September 30, 2013, we expect to request funding no later than November 30, 2013.	
2.	Final Expenditure	Nov. 30, 2013
	ECAT is requesting operating assistance in the amount of \$874,349 and will request reimbursement of this amount by November 30th, 2013. As all operating expenses will be incurred by September 30, 2013, we expect to request funding no later than November 30, 2013.	

# 11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP

1 \$20,000

\$20,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Mar. 31, 2014
2.	Contract Award	Jun. 30, 2014
3.	Contract Complete	Sep. 30, 2014

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## Part 5. Environmental Findings

117A00 PREVENTIVE MAINTENANCE

1 \$415,000

\$415,000

## Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

117C00 NON FIXED ROUTE ADA PARATRANSIT SERVICE

1 \$156,423

\$156,423

## Finding No. 1 - Class II(c)

C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

117900 PROJECT ADMINISTRATION

\$50,000

\$50,000

## Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

300901 UP TO 50% FEDERAL SHARE

1 \$902,808

\$1,805,616

## Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance;

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approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

114209 ACQUIRE - MOBILE SURV/SECURITY EQUIP

\$20,000

\$20,000

## Finding No. 1 - Class II(c)

#### C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

113420 REHAB/RENOVATE - MISC BUS STATION EQUIPMENT

1 \$20,000

\$20,000

## Finding No. 1 - Class II(c)

## C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

114209 ACQUIRE - MOBILE SURV/SECURITY EQUIP

\$20,000

\$20,000

## Finding No. 1 - Class II(c)

#### C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

## Part 6: Fleet Status

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## Fixed Route

	Para de la companya d	<u>Before</u>	Change	<u>After</u>
ſ.	Active Fleet			
	A. Peak Requirement	32	-1	31
	B. Spares	14	0	14
Ī	C. Total (A+B)	46	-1	45
	D. Spare Ratio (B/A)	43.75%	0.00%	45.16%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	46	-1	45

Fleet includes 47 Gillig transit vehicles, mixed 30-34'. Includes 10 vehicles purchased in 2010 with the ARRA funding. Fleet also includes 7 replica trolley buses.

## **Paratransit**

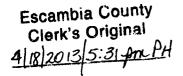
		<u>Before</u>	Change	<u>After</u>
l.	Active Fleet	14 11 7		
	A. Peak Requirement	5	0	5
	B. Spares	0	0	0
	C. Total (A+B)	5	0	5
	D. Spare Ratio (B/A)	0.00%	0.00%	0.00%
II.	Inactive Fleet	1		
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	5	0	5

## Part 7. FTA Comments

No information found.

## Part 8: Results of Reviews

The reviewer did not find any errors



## RESOLUTION NUMBER R2013-43

OF COUNTY BOARD RESOLUTION OF THE COUNTY. FLORIDA, COMMISSIONERS OF ESCAMBIA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED **TRANSPORTATION** DEPARTMENT OF STATES FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

**SECTION 1.** That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY12/13) pursuant to Chapter 53 of Title VI of the Title 49, U.S. Code on behalf of Escambia County

**SECTION 3.** That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application. Execution, and any amendments or other documents

required by the U.S. Department of Transportation for the administration of this grant project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

<u>SECTION 5.</u> That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

<u>SECTION 6.</u> That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

**SECTION 7.** That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY12/13) on behalf of Escambia County.

**SECTION 8.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 18th day of April 2013.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY. FLORIDA?

ATTEST: Pam Childers

Clerk of the Circuit Court

**Date Executed** 

April 18,2013

puty Clerk

This document approved as to form

and logal sufficiency.

By: Title:

Date:



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4672 Public Hearings 14.

**BCC Regular Meeting** 

Meeting Date: 07/25/2013

**Issue:** 5:35 p.m. TEFRA Public Hearing for consideration of adopting the Resolution

authorizing Capital Trust Agency Revenue Bonds

From: Richard Lott, Partner
Organization: McGuireWoods LLP

**CAO Approval:** 

#### **RECOMMENDATION:**

5:35 p.m. Public Hearing concerning the Issuance of \$55,000,000 Revenue Bonds.

Recommendation: That the Board take the following action concerning the issuance by Capital Trust Agency (the "Agency") of not to exceed \$55,000,000 Revenue Bonds (herein, the "Bonds"), on behalf of Provident Group – East Village Properties LLC, a limited liability company of the State of Delaware, or one of its affiliates (herein, the "Borrower"), for financing or refinancing the Series 2013 Project:

A. Ratify the scheduling of the 5:35 p.m., Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing, and advertising of the Notice of Public Hearing, for consideration of authorizing the issuance of the Bonds; and

B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance of the Bonds by the Agency upon the terms established therein.

[The Bonds are not issued by the County and will not obligate the credit of the County or the Agency or pose any obligation or liability for the County or the Agency]

## **BACKGROUND:**

The Agency is a separate legal and administrative agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, as amended; Ordinance No. 5-97, as amended, of the City of Gulf Breeze, Florida, Ordinance No. 2-00, as amended, of the Town of Century, Florida, Chapter 617, Florida Statutes, and other applicable provisions of law (collectively the "Act"), and is empowered pursuant to the Act to issue revenue bonds for the purpose of providing funds to pay all or any part of the cost of any project (as defined in the Act).

The Borrower has requested the Agency issue the above-referenced Bonds for the purpose of financing or refinancing all or a portion of the Series 2013 Project, to fund allowable working capital and start-up costs, to fund development costs for the Series 2013 Project, to fund the Debt Service Reserve Fund and to pay the costs of issuance of the Bonds (collectively, the "Plan of Finance").

Section 147(f) of the Internal Revenue Code of 1986, as amended, requires public approval of such bonds by an applicable elected representative of the governmental unit on behalf of which such bonds are to be issued, and any plan of finance therefor, following a public hearing. Accordingly, a public hearing has been scheduled to be held on July 25, 2013, following published notice as required by federal law.

Under the terms of the standard financing documents, the Borrower is responsible for use and operation of the Series 2013 Project, and the Bonds will not obligate the credit of the Agency, the County or the University or pose any obligation or liability for the Agency, the County or the University. McGuireWoods LLP will serve as bond counsel.

#### **BUDGETARY IMPACT:**

The Agency does not receive funds from the County, and no funds of the County are expended in connection with the Series 2013 Project or the Bonds.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County's bond counsel, Richard I. Lott of McGuireWoods LLP, also serves as bond counsel to the Agency. Mr. Lott will review the documents on behalf of the County and the Agency to insure that neither the County nor the Agency has any liability or obligation under the Bonds.

## **PERSONNEL:**

None.

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

The Series 2013 Project in the community improves the prosperity and welfare of the State of Florida and its inhabitants; improves education, living conditions, and health care; increases opportunities for gainful employment and otherwise contributes to the welfare of the State and its inhabitants.

#### IMPLEMENTATION/COORDINATION:

None Needed.

	Attachments	
<u>Resolution</u>		

## RESOLUTION NO. R2013-\_\_\_\_

RESOLUTION **OF** THE **BOARD OF COUNTY** A COMMISSIONERS **OF ESCAMBIA** COUNTY, FLORIDA, APPROVING THE ISSUANCE AND SALE BY THE CAPITAL TRUST AGENCY OF NOT EXCEEDING \$55,000,000 REVENUE BONDS TO FINANCE COSTS OF A CAPITAL PROJECT, INCLUDING CERTAIN STUDENT HOUSING, CONFERENCE AND ACADEMIC FACILITIES AND AFFILIATED GUEST HOUSING LOCATED AT THE MAIN CAMPUS OF THE UNIVERSITY OF WEST FLORIDA; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS AND APPROVAL OF THE BONDS AND PLAN OF FINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Trust Agency (the "Agency") is a separate legal and administrative agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, as amended; Ordinance No. 5-97, as amended, of the City of Gulf Breeze, Florida, Ordinance No. 2-00, as amended, of the Town of Century, Florida, Chapter 617, Florida Statutes, and other applicable provisions of law (collectively the "Act"), and is empowered pursuant to the Act to issue revenue bonds for the purpose of providing funds to pay all or any part of the cost of any project (as defined in the Act); and

WHEREAS, the Provident Group – East Village Properties LLC, a Delaware limited liability company authorized to transact business in the State of Florida, or one of its affiliates (the "Borrower"), has requested the Agency issue its Revenue Bonds in a total amount of not exceeding \$55,000,000 (the "Bonds") in one or more series and for the purpose of financing or refinancing all or a portion of the cost of acquiring, constructing, furnishing, and equipping a capital project comprised of two buildings, with (i) approximately 300 student housing beds which are intended to be used as specialty student housing beds unavailable within the current housing inventory of the University of West Florida (the "University"), which may include housing for upper division students, married students, graduate students, former military personnel and other non-traditional students and (ii) an approximately 5,000 square foot conference and academic center (including study rooms, media room, multi-purpose room, and recreational amenities), with affiliated guest lodging facilities including approximately 100 suites which, depending upon the need from time to time, may be used as guest suites or as student housing beds, with commensurate retail and parking amenities, all designed as a unified "village" complex and conducive to an academic learning environment (collectively, the "Series 2013 Project") to be located on the main campus of the University in Escambia County, Florida (the "County"), to fund allowable working capital and start-up costs, to fund development costs for the Series 2013 Project, to fund the Debt Service Reserve Fund for the Bonds and to pay the costs of issuance of the Bonds (collectively, the "Plan of Finance");

WHEREAS, the County has been advised that the Agency desires to issue the Bonds for the purpose of financing or refinancing the Series 2013 Project which will be owned by the Borrower and will be operated and managed by the Borrower, one of the Borrower's affiliates, and/or UWF Business Enterprises, Inc., a non-profit direct support organization of the University of West Florida to the end that the Agency may be able to provide gainful employment and serve a public purpose by providing housing, improving educational opportunities and advancing the economic prosperity and the health, safety and welfare of the State of Florida (the "State") and its people, and to finance the cost of such Series 2013 Project by the issuance of the Bonds; and

**WHEREAS,** Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative of the governmental unit on behalf of which such bonds are to be issued, and any plan of finance therefor, following a public hearing; and

**WHEREAS,** following publication of notice, the Bonds and the plan of finance described herein (the "Plan of Finance") have been submitted to a public hearing held by the Board of County Commissioners of the County (the "Board") on this date, as required pursuant to Section 147 of the Code; and

**WHEREAS,** the Board has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views; and

**WHEREAS**, the Board desires to approve the Bonds and the Plan of Finance pursuant to the requirements of Section 147 of the Code; **NOW THEREFORE**,

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

**SECTION 1. PUBLIC HEARING NOTICE; BONDS AND PLAN OF FINANCE APPROVED.** The Board hereby ratifies and approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the County on July 11, 2013. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record, a copy of which is attached as Exhibit "A" hereto. After diligent and conscientious consideration of the comments and concerns expressed by the persons appearing at the public hearing, and after diligent and conscientious consideration of any written correspondence, the Board, for the purposes of Section 147(f) of the Code, hereby approves the Bonds, the financing of the Series 2013 Project described herein and in the Notice, and further approves the Plan of Finance for the issuance by the Agency from time to time of not exceeding \$55,000,000 of the Bonds, for the purposes herein described.

## SECTION 2 NO LIABILITY OF THE COUNTY.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to

constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the Bonds for suitability of investment.

**SECTION 3. REPEALING CLAUSE.** All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

**SECTION 4. EFFECTIVE DATE.** This resolution shall take effect immediately upon its adoption this 25<sup>th</sup> day of July, 2013.

	ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS
(SEAL)	
	By:
	Gene M. Valentino, Chairman
ATTEST:	
PAM CHILDERS, CLERK OF THE CIRCUIT COURT	
By: Deputy Clerk	
Approved as to form and legality:	

County Attorney

## **EXHIBIT "A"**

## AFFIDAVIT - PROOF OF PUBLICATION OF NOTICE OF PUBLIC HEARING

[Follows]

# lews Journa

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Anna Hammes who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

## **Notice Of Public Hearing**

Was published in said newspaper in the issue(s) of:

July 11, 2013

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 11th Day of July, 2013, by Anna Hammes, who is personally known to me.

Affiant

Notary Public

#### NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that a public hearing will be held at 5:35 p.m. on July 25, 2013, in the meeting room of the Board of County Commissioners of Escambia County, Piorida (the "County"). The meeting room is located at 221 Palafox Place, Pensacola, Plorida 32502. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Capital Trust Agency (the "Agency") to Provident Group - East Village Properties LLC, a Delaware limited liability company authorized to transact business in the State of Florida (the "State"), or one or more of its affiliates (as applicable, the "Borrower") for financing or refinancing the cost of acquiring, constructing, furnishing, and equipping an approximately 406-bed mixed use residential facility housed in two buildings, including facilities for student housing; an approximately 5,000 square foot conference and academic center and guest housing in connection therewith; all with commensurate amenities and parking facilities, and designed as a unified "village" complex and conducive to an academic learning environment; and related infrastructure for utilities, access, ingress, and egress (collectively, the "Series 2013 Project") to be located on the main campus of the University of West Florida, in Escambia County, Florida (the "University") to fund allowable working capital and start-up costs, to fund development costs for the Series 2013 Project, to fund the Debt Service Reserve Fund for the Bonds, and to pay the costs of issuance of the Bonds (collectively, the "Financing Program"). The hearing is a joint undertaking by the County and the City of Gulf Breeze, Florida and residents of both jurisdictions will be provided a reasonable opportunity to be heard.

The plan of finance contemplates that the Agency will issue, in respect to such Series 2013 Project, not exceeding \$55,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series, and loan the proceeds of such Bonds to the Borrower to provide funds for the Financing Program. The Series 2013 Project will be owned by the Borrower. The initial manager of the Series 2013 Project will be UWF Business Enterprises, Inc. (the "Manager"), a not-for-profit corporation and a direct support organization of the University.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and the Agency will not be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds will not constitute (i) a debt, liability or obligation of the Agency, the County, the University, the Manager, the State, or any political subdivision, public agency or municipality thereof. (ii) a pledge of the full faith and credit of the Agency, the County, the State, or any political subdivision, public agency or municipality thereof, or (iii) a pledge of the taxing power of the County, the State, or any political subdivision or municipality thereof. The Agency has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the Clerk of the Circuit Court, ex officio Clerk to the Board of County Commissioners, at the Escambia County Courthouse, 221 Palafox Place, Pensacola, Florida 32502.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angels Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Legal No 1603469 1T July 11, 2013

GILLIAN L. WARD

NOTARY PUBLIC - STATE OF FLORIDA COMMISSION #EE835572 MY COMMISSION EXPIRES SEPT. 17, 2016 AI-4701 15.

BCC Regular Meeting Meeting Date: 07/25/2013

**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.

<u>Recommendation:</u> The Committee of the Whole (C/W), at the July 18, 2013, C/W Workshop, recommends that the Board take the following action:

- A. Take the following action relative to County Administrator Candidates and Selection Process (Item 6):
- (1) Approve immediately opening the process to hire someone to evaluate the *(recruitment)* process to ensure that there is inclusiveness in the search;
- (2) Approve a target date of December 1, 2013, but no later than February 28, 2014, "to make a landing" for a new County Administrator; and
- (3) Approve that the Interim County Administrator is not "applicable" to be a part of this search;
- B. Authorize the scheduling of a Public Hearing to consider adopting a Resolution authorizing the revision of fees for certain civil infraction penalties imposed pursuant to Chapter 10 of the Escambia County Code of Ordinances relating to animals, and to consider adopting an Ordinance to amend the Animal Control Ordinance (Item 7);
- C. Approve beginning the discussion in Fiscal Year 2013-2014, at the October 2013 Committee of the Whole Workshop, relative to converting all First Transit and Union Escambia County Area Transit Employees to County Employees (Item 10); and
- D. Approve proceeding with the purchase of, and renovations to, the property owned by Brownsville Assembly of God Church, relative to Potential Sites for a Community Center in the Brownsville Area (Item 12).

#### **Attachments**

## RESOLUTION NUMBER R2013-\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE REVISION OF FEES FOR CERTAIN CIVIL INFRACTION PENALTIES IMPOSED PURSUANT TO CHAPTER 10 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ANIMALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapters 125, 767, and 828, Florida Statutes, the Board of County Commissioners for Escambia County, Florida, has established regulations in the interest of the public health, safety and welfare to provide protection for, regulate and control animals in Escambia County; and

WHEREAS, the Board of County Commissioners previously enacted a fee schedule for animal services and penalties by adopting Resolution R95-127 on May 23, 1995, by adopting Resolution R2007-165 on September 6, 2007, by adopting Resolution R2009-03 on January 8, 2009, and by adopting Resolution R2012-130 on September 11, 2012; and

WHEREAS, the Board of County Commissioners is authorized to adopt a new fee schedule pursuant to Section 10-6(a), Escambia County Code of Ordinances; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety and general welfare of the citizens of Escambia County, a revised fee schedule increasing certain civil infraction penalties is necessary to ensure compliance with Chapter 10 of the Escambia County Code of Ordinances relating to animals.

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

**Section 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That through Animal Services and Animal Control, the Board of County Commissioners shall assess fees in accordance with the fee schedule attached hereto as Exhibit A.

**Section 3.** That the prior resolutions and fee schedules adopted by the Board of County Commissioners in R95-127, R2007-165, R2009-03, and R2012-130 are hereby superseded.

**Section 4.** That this resolution and fee schedule shall become effective upon adoption by the Board of County Commissioners.

ADOPTED t	his dav	v of .	20	)'	1	3	š	١,

# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

		Ву:
		Gene M. Valentino, Chairman
		D00 A
		BCC Approved:
ATTEST:	Pam Childers	
, === //	Clerk of the Circuit Court	
Ву:		
Deputy	/ Clerk	
(SEAL)	· · · · · · · · · · · · · · · · · · ·	
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## RESOLUTION NUMBER R2013-\_\_\_ EXHIBIT A ANIMAL SERVICES & ANIMAL CONTROL FEES/PENALTIES

1.	Annual Animal License Tags:	
••	Altered Animal	\$ 11.00
	- Senior Citizen (over 60 years of age) rate	7.00
	Unaltered Animal	30.00
	- Senior Citizen (over 60 years of age) rate	12.00
	Duplicate Tag	6.00
	Juvenile animal (6 months of age or less)	12.00
	Dangerous/Vicious Dog Registration (annual renewal)	200.00
2.	Redemption of Impounded Animals:	
	Micro-chip Implantation (mandatory for all redeemed animals)	\$15.00
	Licensed Animals:	*
	- 1st Offense	15.00
	- 2nd Offense	25.00
	- 3rd Offense (fee plus mandatory spay/neuter)	35.00
	Unlicensed Animals:	
	- 1st Offense	35.00
	- 2nd Offense	60.00
	- 3rd Offense (fee plus mandatory court appearance and spay/neuter)	85.00
3.	Service Fees:	
J.	Pickup of Owner's Animal or Carcass	\$ 35.00
	- Per call (Includes up to 3 animals per call)	Ψ 55.00
	Each additional animal per call	10.00
	Animal brought to Shelter for Euthanasia	25.00
	Animal brought to Shelter for Disposal of carcass	10.00
	Chemical immobilization (darting or similar by Animal Control)	50.00
	Boarding Fees - Routine:	
	- Cat	7.00
	- Dog	10.00
	Boarding Fees - Quarantine, Legal Hold, Dangerous/Vicious or other:	
	Cat	10.00
	- Dog	15.00
4.	Adoption of Animals:	
••	Cat (3 years of age or less):	
	- *Adoption Fee (includes micro-chip, administrative fee, other	\$40.00
	veterinary care and altering as necessary)	•
	- Cat Vaccine	5.00
	- De-wormer	5.00
	Cat (over 3 years of age):	
	<ul> <li>*Adoption Fee (includes micro-chip, administrative fee, other</li> </ul>	\$20.00
	veterinary care and altering as necessary)	
	- Cat Vaccine	5.00
	- De-wormer	5.00
	Dog (3 years of age or less):	00.00
	- *Adoption Fee (includes micro-chip, administrative fee, other	80.00
	veterinary care and altering as necessary) - Bordatella Vaccine	5.00
	- Parvo/Distemper (DA2PP) Vaccine	5.00
	- De-wormer	5.00
	Dog (over 3 years of age):	0.00
	= -5 (- · · · · · · · · · · · · · · · · · ·	

	<ul> <li>*Adoption Fee (includes micro-chip, administrative fee, other veterinary care and altering as necessary)</li> </ul>	40.00
	- Bordatella Vaccine - Parvo/Distemper (DA2PP) Vaccine - De-wormer Adoption Services:	5.00 5.00 5.00
	<ul><li>- Heartworm Test</li><li>- Feline Leukemia Test</li><li>- Cardboard Carrier</li></ul>	10.00 10.00 5.00
	*Reduced pricing or special adoption fee rates may be offered for select ani various times during the year.	mals at
5.	Micro-chip Implantation:  Mandatory for all impoundments, quarantined, and dangerous/vicious animals (included in adoption fee; optional for those qualifying for low cost spay/neuter services)	15.00
6.	Low Cost Spay/Neuter and Rabies Vaccination Fees (for qualifying indiv	viduals):
	Cat Spay	\$ 20.00
	Cat Neuter	10.00
	Dog Spay	25.00
	Dog Neuter	15.00
	Dog Spay (over 40 lbs) Rabies Vaccine	30.00
	Rables vaccine	15.00
7.	Civil Infraction Penalties:	
,.	*For each civil infraction, a \$5.00 surcharge shall be applied pursuant	to sec 10-23
	Tot each civil infraction, a \$0.00 Surcharge shall be applied pursuant	10 366. 10-25.
a.	General Violations:	
٠.	- Contract 1. Contract Contrac	
	1st Offense	\$ 50.00
	1st Offense 2nd Offense	\$ 50.00 150.00
	ACCOUNT AND ACCOUN	•
	2nd Offense 3rd Offense (fine plus mandatory court appearance)	150.00
b.	2nd Offense 3rd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal:	150.00 300.00
b.	2nd Offense 3rd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense	150.00 300.00 \$ 50.00
b.	2nd Offense 3rd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense	150.00 300.00 \$ 50.00 100.00
b.	2nd Offense 3rd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense	150.00 300.00 \$ 50.00
	2nd Offense 3rd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")	150.00 300.00 \$ 50.00 100.00
b. c.	2nd Offense 3rd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense 3rd Offense (fine plus mandatory court appearance and name placed on	150.00 300.00 \$ 50.00 100.00
	2nd Offense 3rd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer:	150.00 300.00 \$ 50.00 100.00 200.00
	2nd Offense 3rd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense	\$ 50.00 100.00 200.00
c.	2nd Offense 3rd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense 2nd Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance)	\$ 50.00 100.00 200.00 \$ 150.00 300.00
	2nd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense 2nd Offense 3rd Offense 3rd Offense (fine plus mandatory court appearance)  Poisoning of Animal:	\$ 50.00 100.00 200.00 \$ 150.00 300.00 500.00
c.	2nd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense 2nd Offense 3rd Offense 3rd Offense (fine plus mandatory court appearance)  Poisoning of Animal: 1st Offense	\$ 50.00 100.00 200.00 \$ 150.00 300.00 500.00
c.	2nd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance)  Poisoning of Animal: 1st Offense 2nd Offense 2nd Offense	\$ 50.00 100.00 200.00 \$ 150.00 300.00 \$150.00 300.00
c.	2nd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense 2nd Offense 3rd Offense 3rd Offense (fine plus mandatory court appearance)  Poisoning of Animal: 1st Offense	\$ 50.00 100.00 200.00 \$ 150.00 300.00 500.00
c.	2nd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance)  Poisoning of Animal: 1st Offense 2nd Offense 2nd Offense	\$ 50.00 100.00 200.00 \$ 150.00 300.00 500.00 \$ 300.00 500.00
c.	2nd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance)  Poisoning of Animal: 1st Offense 2nd Offense 3rd Offense 3rd Offense (fine plus mandatory court appearance)  Concealment of animals; Scientific experimentation and related acts: 1st Offense	\$ 50.00 100.00 200.00 \$ 150.00 300.00 500.00 \$150.00 \$150.00
c.	2nd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance)  Poisoning of Animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance)  Concealment of animals; Scientific experimentation and related acts: 1st Offense 2nd Offense	\$ 50.00 100.00 200.00 \$ 150.00 300.00 500.00 \$ 150.00 300.00 500.00
c.	2nd Offense (fine plus mandatory court appearance)  Failure to alter adopted animal: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")  Interference w/Animal Control Officer: 1st Offense 2nd Offense 3rd Offense (fine plus mandatory court appearance)  Poisoning of Animal: 1st Offense 2nd Offense 3rd Offense 3rd Offense (fine plus mandatory court appearance)  Concealment of animals; Scientific experimentation and related acts: 1st Offense	\$ 50.00 100.00 200.00 \$ 150.00 300.00 500.00 \$150.00 \$150.00

### f. Cruelty / neglect (per household):

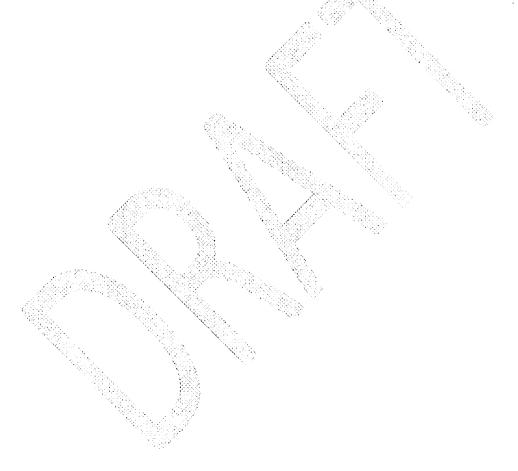
\$150.00 1st Offense 2nd Offense 300.00 3rd Offense (mandatory court appearance for criminal Animal Impounded charges)

### Designated dangerous/vicious animal: g.

1st Offense \$250.00 2nd Offense Animal Impounded

# h.

Unprovoked biting, attacking or wounding of another animal or human: 1st Offense \$150.00 2nd Offense 3rd Offense 300.00 500.00





# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Management & Budget Services 221 Palafox Place Pensacola, FL 32502 (850) 595-4960 (850) 595-4910 www.myescambia.com

The Office of Management & Budget was asked to calculate the cost of making all employees of First Transit working at Escambia County Area Transit (ECAT) County employees. Without further direction or information this analysis was performed using the following assumptions:

- All full-time employees except the three employees included in the County/First Transit
  management contract will become full-time County employees at the same rate of pay
  as current entitled to the same benefits as other County employees.
- All part-time drivers and Road Supervisors will receive the same health and retirement benefits as full-time.
- All other part-time positions will remain part-time and receive no benefits as is current.
- There will be no net increase in personnel as a result of changes in annual/sick leave accrual rates.
- There will be no decrease in employees as a result of the transition.

The primary difference in cost is the increase in life/health/dental insurance and the change from a 401k defined contribution plan to the Florida Retirement System (FRS). The annual increases are estimated at about \$54,000 and \$143,000 respectively. The total estimated increase is approximately \$197,000; however, if any of the base assumptions change, the cost will necessarily change as well.

# **Cost of Converting ECAT Employees**

First Transit Costs

County Costs
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		Medical/	Contrib.
Job Title	Pay Rate	Month	/Month
Driver (First Transit)	\$ 16.47	\$ 1,938.89	\$ 397.56
Driver (First Transit)	12.35	642.22	9.47
Technician I	19.09	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Rep Customer Service	8.52	0.00	0.00
Dispatcher (Transit)	16.97	1,299.15	300.21
Supv Road	18.48	0.00	0.00
Driver (First Transit)	16.47	1,938.89	397.56
Driver (First Transit)	16.47	0.00	0.00
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Rep Customer Service	8.52	0.00	0.00
Driver (First Transit)	16.47	642.22	9.47
Service Employee	12.27	642.22	9.47
Driver (First Transit)	12.35	0.00	0.00
Driver (First Transit)	16.47	1,155.88	397.56
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Supv Road	16.97	629.92	129.70
Clerk Office	14.00	0.00	0.00
Technician I	17.45	0.00	0.00
Driver (First Transit)	16.47	642.22	9.47
Technician I	20.22	1,938.89	397.56
Driver (First Transit)	12.35	642.22	9.47
Supv Road	19.91	1,299.15	300.21
Driver (First Transit)	12.35	0.00	0.00
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Technician I	20.22	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	1,279.39	397.56
Technician I	20.22	1,938.89	397.56
Driver (First Transit)	16.47	0.00	0.00
Driver (First Transit)	9.00	0.00	0.00 9.47
Driver (First Transit)	16.47 12.35	642.22 0.00	0.00
Driver (First Transit)	16.47	0.00	0.00
Driver (First Transit)	13.46	1,185.69	204.88
Clerk Office	16.47	642.22	9.47
Driver (First Transit) Driver (First Transit)	16.47	642.22	9.47
Technician Facilities	13.00	629.92	129.70
Driver (First Transit)	9.00		0.00
	12.35	0.00 642.22	9.47
Driver (First Transit) Driver (First Transit)	16.47	1,938.89	397.56
	16.47	642.22	9.47
Driver (First Transit) Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
	16.47	642.22	9.47
Driver (First Transit)	12.35	0.00	0.00
Driver (First Transit) Technician I	20.22	642.22	9.47
I COMMUNICATE I	20.22	U42.22	3.41

Health	Retirement
708.33	198.41
708.33	148.78
708.33	229.97
708.33	198.41
708.33	204.43
708.33	198.41
708.33	198.41
708.33	198.41
708.33	198.41
708.33	198.41
708.33	198.41
700.55	130.41
700.00	400.44
708.33	198.41
708.33	147.81
708.33	148.78
708.33	198.41
708.33	198.41
708.33	198.41
708.33	204.43
708.33	210.21
708.33	198.41
708.33	243.58
708.33	148.78
708.33	239.85
708.33	148.78
708.33	198.41
708.33	198.41
708.33	243.58
708.33	198.41
708.33	198.41
708.33	198.41
	243.58
708.33	
708.33	198.41
708.33	108.42
708.33	198.41
708.33	148.78
708.33	198.41
708.33	162.15
708.33	. 198.41
708.33	198.41
708.33	156.61
708.33	108.42
708.33	148.78
708.33	198.41
708.33	198.41
708.33	198.41
708.33	198.41
708.33	198.41
708.33	148.78
708.33	243.58
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# **Cost of Converting ECAT Employees**

First	Transi	t Costs

st Transit Costs	County Costs

		Medical/	Contrib.
Job Title	Pay Rate	Month	/Month
Dispatcher (Transit)	16.97	575.08	83.61
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Rep Customer Service	8.52	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	12.35	642.22	9.47
Rep Customer Service	8.52	642.22	9.47
Driver (First Transit)	16.47	0.00	0.00
Supv Road	19.98	629.92	129.70
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	12.35	0.00	0.00
Driver (First Transit)	16.47	0.00	0.00
Driver (First Transit)	12.35	642.22	9.47
Dispatcher (Transit)	16.97	0.00	0.00
Driver (First Transit)	16.47	642.22	9.47
Office Manager	18.00	0.00	0.00
Technician I	18.16	0.00	0.00
Technician I	17.45	1,938.89	397.56
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	1,279.39	397.56
Driver (First Transit)	16.47	0.00	0.00
Driver (First Transit)	16.47	642.22	9.47
Technician I	18.16	642.22	9.47
Driver (First Transit)	12.35	642.22	9.47
Technician I	17.45	642.22	9.47
Driver (First Transit)	12.35	0.00	0.00
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	1,938.89	397.56
Service Employee	13.42	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Technician I	19.09	1,938.89	397.56
Driver (First Transit)	16.47	0.00	0.00
Clerk Parts (Transit)	13.86	629.92	129.70
Dispatcher (Transit)	16.97	575.08	83.61
Driver (First Transit)	12.35	642.22	9.47
Driver (First Transit)	12.35	642.22	9.47
Driver (First Transit)	12.35	0.00	0.00
Driver (First Transit)	12.35	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Technician I	17.45	642.22	9.47
Driver (First Transit)	16.47	1,279.39	397.56
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Driver (First Transit)	16.47	642.22	9.47
Service Employee	9.82	0.00	0.00
Driver (First Transit)	12.35	0.00	0.00
Driver (First Transit)	13.99	642.22	9.47
Technician I	18.16	642.22	9.47
Driver (First Transit)	12.35	642.22	9.47

Health	Retirement
708.33	204.43
708.33	198.41
708.33	198.41
708.33	102.64
708.33	198.41
708.33	148.78
708.33	102.64
708.33	198.41
708.33	240.69
708.33	198.41
708.33	148.78
708.33	198.41
708.33	148.78
708.33	204.43
708.33	198.41
708.33	218.77
708.33	210.21
708.33	198.41
708.33	198.41
708.33	198.41
708.33	198.41
708.33	218.77
708.33	148.78
708.33	210.21
708.33	148.78
708.33	198.41
708 33	198.41
708.33 708.33 708.33 708.33	161.67
708.33	198.41
708.33	229.97
708.33	198.41
708.33	166.97
708.33	204.43
708.33	148.78
708.33	148.78
708.33	148.78
708.33	148.78
708.33	198.41
708.33	210.21
708.33	198.41
708.33	198.41
708.33	198.41
708.33	198.41
708.33	148.78
708.33	168.53
708.33	218.77
708.33	148.78

# Yearly salary

	·, · · · · · · · · · · · · · · · · · ·				
Parts manager	41,100.72	629.92	129.70	708.33	238.04

# **Cost of Converting ECAT Employees**

F	iret	Tra	neit	Costs

		Medical/	Contrib.
Job Title	Pay Rate	Month	/Month
Marketing manager	46,200.00	629.92	129.70
Asst. Gen. Mgr Operations	75,000.00	629.92	129.70
Sr. Asst. Mgr. Maintenance	45,499.92	629.92	129.70
Service Mgr. Maintenance	46,300.80	1,299.15	300.22
Building/Grounds manager	36,774.48	629.92	129.70
Asst. Mgr. Maintenance	39,499.92	0.00	0.00
Safety manager	48,235.20	0.00	0.00

# **County Costs**

Health	Retirement
708.33	267.58
708.33	434.38
708.33	263.52
708.33	268.16
708.33	212.99

Monthly Total Annualized Total \$ 67,729.85 \$ 7,731.61 \$812,758.20 \$92,779.32 \$ 72,250.00 \$ 19,706.23

\$867,000.00 \$236,474.75 **Estimated Cost Differential** 

\$ 197,937.23

## First Transit Notes

Union 401K contributions - is matched dollar-for-dollar up to 4.5% of an employees pay

Non-union 401K contributions - is matched 50 cents on the dollar up to 6% of the employees contribution Cost of 401K contributions amount to 8 - 10,000/month.

Dental coverage costs about \$5,000/month.

Vision coverage costs about \$ 1,000/month.

Life/ADD insurance costs about \$ 900/month.

Disability insurance costs about \$2,500/month.

# **Summary of ECAT Employee Meetings**

# Background

On March 22, 2013, I began meeting with ECAT employees primarily at the Rosa Parks terminal on Fairfield. I met one employee in my office and talked to at least two others via telephone. I conducted unstructured interviews after I provided a brief explanation of the reason for the meeting. I generally opened the discussion by an open ended question such as "tell me what your impressions are of ECAT since First Transit assumed the contract?" From this point I would follow up to gain better clarification of comments. I conducted at least 56 interviews over six different days at times ranging from 7:30 a.m. to 7:30 p.m. I was not able to talk to every employee and not every employee wanted to talk to me. Most meetings were conducted in either the driver or mechanic break rooms. A union representative, Gerri Bell, accompanied me on the first two or three days. At least two employees provided me their concerns and views in writing.

# **Summary of Predominate Concerns**

It is clear that the <u>transition from Veolia to First Transit</u> was neither smooth nor seamless. Not having a more structured conversion to the First Transit benefit plans may have led to some employees not fully understanding the requirements to obtain insurance coverage for their spouses and dependents. However, it is <u>very</u> clear that most employees that needed this coverage were able to follow the enrollment directions and obtain coverage. Some employees, for reasons likely known only to them, did not follow the instructions and did not successfully enroll in the benefit plans. An open enrollment plan offered in August resolved many but not all of the initial issues.

<u>Issues of pay inaccuracies</u> were raised from time to time. Initial claims were the employees would have to wait two weeks to get paid correctly. It appears this is not entirely true. One situation that was raised was addressed by providing the employee \$500 from petty cash to provide funds until a corrected check was delivered three days later on Monday. Other cases I heard were resolved with corrected checks as soon as the same payday.

It is also clear that the relationship between the General Manager and the union representatives is non-existent. It appears that the initial meeting to address contract issues began a downward slide that has continued with mutual distrust. The union suspects First Transit is seeking to terminate the union officers and point to a ULP (Unfair Labor Practice) settlement and required posting as proof of their claim. Management denies this motive.

Generally, the <u>focus of complaints is made toward the "middle management" group.</u> This group comprises most if not all of the first line supervisors who for the most part, also worked for Veolia. Claims of favoritism, harassment, unfair discipline and less than cordial interactions are made. From management's view, this group is holding

TGT 05/20/2013 employees accountable to perform their jobs efficiently and effectively. The frequent goal of many of the employees I interviewed was to rid ECAT of all current middle management with one or two possible exceptions. This desire continues up the chain to the General Manager in operations. In maintenance, it is directed more toward two Assistant Managers. There appeared to be more positive comments by a fairly substantial margin regarding the Assistant General Manager of Maintenance. Essentially no comments were made regarding the Assistant General Manager of Finance. It must be stated again, that the middle management is essentially the same as under Veolia, however, many employees were of the impression First Transit would remove most of these employees. This has not happened.

Several employees expressed their <u>unhappiness on the termination of two middle</u> <u>managers in late 2012.</u> Many claimed they were the only two they could respect and work with. The terminations surrounded their provision of information apparently to the union before, if ever, to management regarding an alleged disturbance at the transfer area at the Rosa Parks building between two drivers. One of the drivers was a union officer.

The employees seemed to be universally <u>dissatisfied with the level of health benefits</u> provided. It appears they are offered a Health Savings Account with a \$5000 deductible. The HSA account is funded at \$600 per year. This plan is similar to the county's HSA plan but county employees are offered two other options.

Operational issues that were mentioned include <u>tight routes</u>. Drivers voiced concern that on some routes, there was insufficient time to use a restroom or eat as they returned to the transfer areas at the Rosa Parks facility. Comments were made that certain routes were too heavily used to be accommodated in a single bus and help or additional capacity was not always available. The drivers were not happy that a new route, 59A, was instituted between the NAS and Cordova Mall. This route is financed by a grant but the drivers view it as a waste of resources as its passenger load is small.

Some mechanics were <u>not happy that First Transit uses nationally negotiated contracts</u> that may not allow continuity with past vendors. Some work procedures changed for ostensibly safety reasons. Examples provided included outsourcing tire replacement and towing rather than pushing buses. These changes are questioned as this is not how it used to be done.

Not all employees interviewed were upset with First Transit. I would estimate that about 10% to 20% of the employees interviewed fell into this category. Some voiced support for what the management was trying to do to improve service and routes. Others commented that the union just wants to run the transit company. Some said that middle management was doing their job in holding employees accountable for their work and disagreed that the group was harassing or badgering staff. Some employees expressed concerns about so-called reverse racism but without specificity.

2 TGT 05/20/2013

## Conclusion

Right or wrong, a large percentage of current ECAT employees are very unhappy with their situation under First Transit. The opinions are deeply seated and somewhat self-propagating.

The county does not currently have staff with the profound knowledge to successfully, competently and compliantly operate a public transit system. A former General Manager under Veolia that has been promoted by the union as a person that could solve all the ills, was terminated from Veolia when he was apparently found to have had substantial work performed on his personal boat by ECAT staff. As a public entity that needs to maintain the public trust, his re-employment may be problematic. Further, if wholesale changes are made in middle management, a gap will be evident in operating the transit system with accountability and effective supervision.

The current estimate of increased costs to assume the management of ECAT is approximately \$194,000 after factoring in increased Florida Employees' Retirement System employer contributions. An operational analysis to determine possible cost savings and other possible cost increases related to direct assumption of management has not been undertaken to date.

The Board of County Commissioners will decide the direction to be taken with ECAT. The Interim County Administrator will make a recommendation to the Commissioners Board public discussion currently planned for the June 13 Committee of the whole.

July 18, 2013



# Site Selection for a Brownsville Community Center



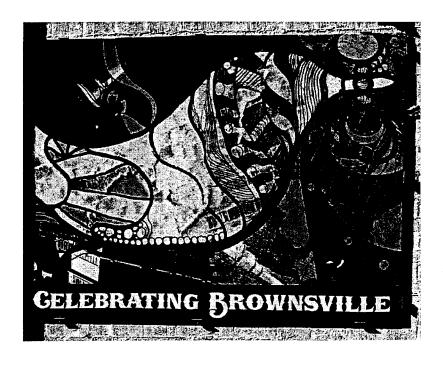


# Redevelopment Plan Objective

Provide facilities and

programs for the:

- **Elderly**
- Children
- **Teens**
- Young Families
- Parents





# Redevelopment Plan Strategy

- Promote home ownership
- Prevent crime
- Adult classes
- Senior programs
- Community meeting place
- Career building classes





Al-4626 Clerk & Comptroller's Report 16. 1.

BCC Regular Meeting Consent

Meeting Date: 07/25/2013

**Issue:** Reports Prepared by the Clerk and Comptroller's Finance Department

**From:** Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

### **Recommendation:**

Recommendation Concerning Acceptance of Reports Prepared by the Clerk and Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following two Reports prepared by the Clerk and Comptroller's Finance Department:

A. Tourist Development Tax Collections Data for the May 2013 returns received in the month of June 2013; this is the ninth month of collections for Fiscal Year 2012-2013; total collected for the May 2013 returns was \$802,568.92; this is an 11.05% increase over the May 2012 returns; total collections year-to-date are 7.30% higher than the comparable time frame in Fiscal Year 2011-2012; and

B. The Investment Report for the month ended June 30, 2013, as required by Ordinance Number 95-13.

# **Background:**

Concerning the Investment Report:

The total portfolio earnings for the month of June equaled \$107,951. The short term portfolio achieved an average yield of .16%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .03%. The core portfolio achieved an average Yield to Maturity at Cost of 1.10% and should be compared to the benchmark of the Merrill Lynch 1 - 5 Year Treasury Index yielding .401%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

**Attachments** 

May 2013 TDT Collections
June 2013 Investment Report



# **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

# MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers,

Clerk of the Circuit Court and Comptroller

**DATE:** July 9, 2013

SUBJECT: Tourist Development Tax (TDT) Collections

## RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the May 2013 returns received in the month of June 2013, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the ninth month of collections for the fiscal year 2013.

- ✓ Total collected for the May 2013 returns was \$802,568.92. This is an 11.05% increase over the May 2012 returns.
- ✓ Total collections year to date are 7.30% higher than the comparable time frame in Fiscal Year 2012.

Please feel free to call me if you have any questions.

PC/jc

# FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA REPORTED IN FISCAL YEAR FORMAT ESCAMBIA COUNTY FLORIDA AS OF JUNE 2013

Zip	Fi	scal Year 2013 Collected	Fis	2012 Collected			%
Code		***************************************	110	7707707	C	ifference	Change
32501		113,841		100,209		13,632	14%
32502		244,401		233,433		10,968	5%
32503		14,222		14,489		(267)	-2%
32504		702,327		668,624		33,703	5%
32505		171,480		187,137		(15,657)	-8%
32506		134,247		142,837		(8,590)	-6%
32507		579,250		504,111		75,139	15%
32514		317,817		292,558		25,259	9%
32526		150,175		153,472		(3,297)	-2%
32534		93,261		91,191		2,070	2%
32535		1,167		1,440		(273)	-19%
32561		1,812,394		1,649,283		163,111	10%
32562							0%
32577		86		808		(722)	100%
Total	\$	4,334,668	\$	4,039,592	\$	295,076	7%

## FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA ESCAMBIA COUNTY FLORIDA FISCAL YEAR 2013 AS OF JUNE 30 2013

						Zip Code				
	3250	1	32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,661	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,148	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,987	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
02/13	8,723	3%	19,432	7%	1,309	0%	64,862	24%	9,884	4%
03/13	12,389	3%	22,357	6%	1,213	0%	64,860	17%	29,880	8%
04/13	19,196	3%	32,784	5%	2,301	0%	93,326	14%	31,839	5%
05/13	15,243	3%	40,577	7%	1,923	0%	94,720	16%	27,019	4%
06/13	15,966	2%	36,195	5%	1,519	0%	105,565	13%	35,599	4%
Total	\$ 113,841	3%	\$ 244,401	6% \$	14,222	0% \$	702,327	16%	\$ 171,480	4%

						Zip Code				
	32506		32507	T	32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
01/13	9,207	3%	27,025	10%	28,530	10%	20,208	7%	8,008	3%
02/13	12,079	4%	28,330	10%	28,426	10%	15,751	6%	8,789	3%
03/13	12,212	3%	42,639	11%	27,706	7%	13,052	3%	9,101	2%
04/13	18,645	3%	110,233	16%	42,141	6%	17,954	3%	11,598	2%
05/13	16,130	3%	85,269	14%	42,376	7%	9,757	2%	10,873	2%
06/13	18,852	2%	122,480	15%	45,793	6%	26,084	3%	11,175	1%
Total	\$ 134,247	3%	\$ 579,250	13%	\$ 317,817	7% \$	150,175	3%	93,261	2%

				Zip	Code					
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/12	110	0%	247,757	47%	7	0%	8	0%	531,066	100%
11/12	267	0%	176,827	41%	-	0%	9	0%	433,598	100%
12/12	102	0%	117,258	35%		0%		0%	339,864	100%
01/13	37	0%	93,429	34%	- 4	0%	- ×	0%	276,156	100%
02/13	111	0%	76,910	28%	1.9	D%		0%	274,606	100%
03/13	82	0%	142,863	38%	De.	0%	63	0%	378,416	100%
04/13	102	0%	310,848	45%	14	0%	23	0%	690,989	100%
05/13	194	0%	263,325	43%	(4)	0%		0%	607,405	100%
06/13	162	0%	383,178	48%	9	0%		0%	802,569	100%
Total	\$ 1,167	0% \$	1,812,394	42% \$		0% \$	86	0%	4,334,668	100%

# FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA ESCAMBIA COUNTY FLORIDA FISCAL YEAR 2012 AS OF JUNE 30, 2012

	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
11/11	11,569	3%	26,077	6%	1,654	0%	67,517	17%	13,639	3%
12/11	10,117	3%	23,673	7%	1,669	1%	65,599	20%	16,934	5%
01/12	8,427	3%	17,418	6%	780	0%	57,653	20%	13,662	5%
02/12	9,900	4%	19,812	7%	1,322	0%	61,237	23%	15,166	6%
03/12	11,129	3%	23,863	7%	1,153	0%	70,802	20%	26,666	7%
04/12	13,857	2%	32,868	5%	2,001	0%	96,476	16%	32,046	5%
05/12	11,446	2%	30,890	5%	1,898	0%	87,760	15%	23,364	4%
06/12	13,511	2%	37,245	5%	2,392	0%	95,111	13%	27,430	4%
Total	\$ 100,209	2%	\$ 233,433	6% S	14,489	0% \$	668,624	17%	\$ 187,137	5%

	32506		32507		32514		32526		32534	
	Lillian Hwy	78.7	Bayou Chico to	10.	Palafox & Scenic	committee	Mobile Hwy North	V	1-10 &	15 de
Month of Collection	& Highway 98 Area	% OF Total	Perdido Key South of Sorrento Area	% OF Total	Hwy North of I-10 Area	% OF Total	of Michigan Avenue Area	% OF Total	Pensacola Blvd North Area	% OF Total
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
11/11	15,074	4%	45,371	11%	30,181	7%	15,055	4%	8,914	2%
12/11	14,538	4%	27,295	8%	29,083	9%	15,684	5%	8,510	3%
01/12	11,748	4%	26,916	10%	27,933	10%	17,104	6%	8,774	3%
02/12	12,784	5%	26,494	10%	24,125	9%	13,587	5%	7,496	3%
03/12	13,278	4%	37,429	10%	32,590	9%	15,693	4%	10,609	3%
04/12	23,616	4%	85,566	14%	44,393	7%	22,592	4%	14,619	2%
05/12	17,818	3%	83,272	14%	37,655	6%	14,260	2%	12,006	2%
06/12	15,949	2%	103,024	14%	36,924	5%	24,174	3%	11,625	2%
Total	\$ 142,837	4%	\$ 504,111	12%	\$ 292,558	7% S	153,472	4% \$	91,191	2%

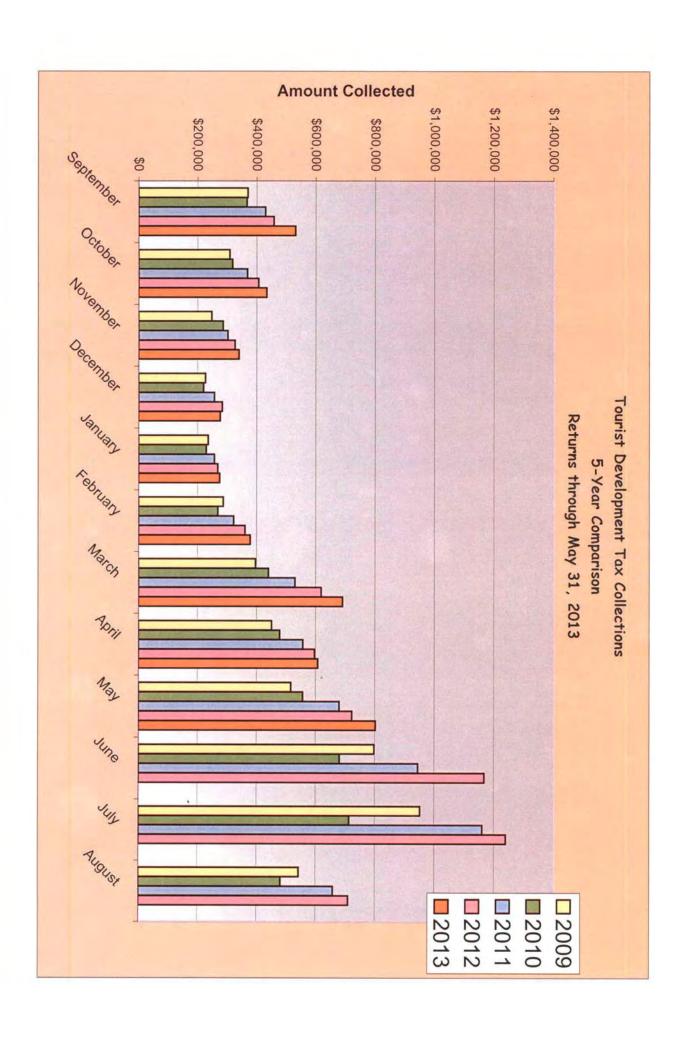
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/11	162	0%	199,210	43%		0%	244	0%	458,183	100%
11/11	359	0%	170,514	42%	*	0%	180	0%	406,106	100%
12/11	141	0%	113,216	35%		0%	1	0%	326,460	100%
01/12	70	0%	92,299	33%	-	0%	100	0%	282,885	100%
02/12		0%	75,867	28%		0%		0%	267,790	100%
03/12	242	0%	116,748	32%		0%	100	0%	360,302	100%
04/12	186	0%	250,450	40%		0%	10.00	0%	618,669	100%
05/12	136	0%	275,830	46%	1.6	0%	133	0%	596,467	100%
06/12	145	0%	355,150	49%		0%	50	0%	722,731	100%
Total	\$ 1,440	0% \$	1,649,283	41% \$		0% \$	808	0%	\$ 4,039,592	100%

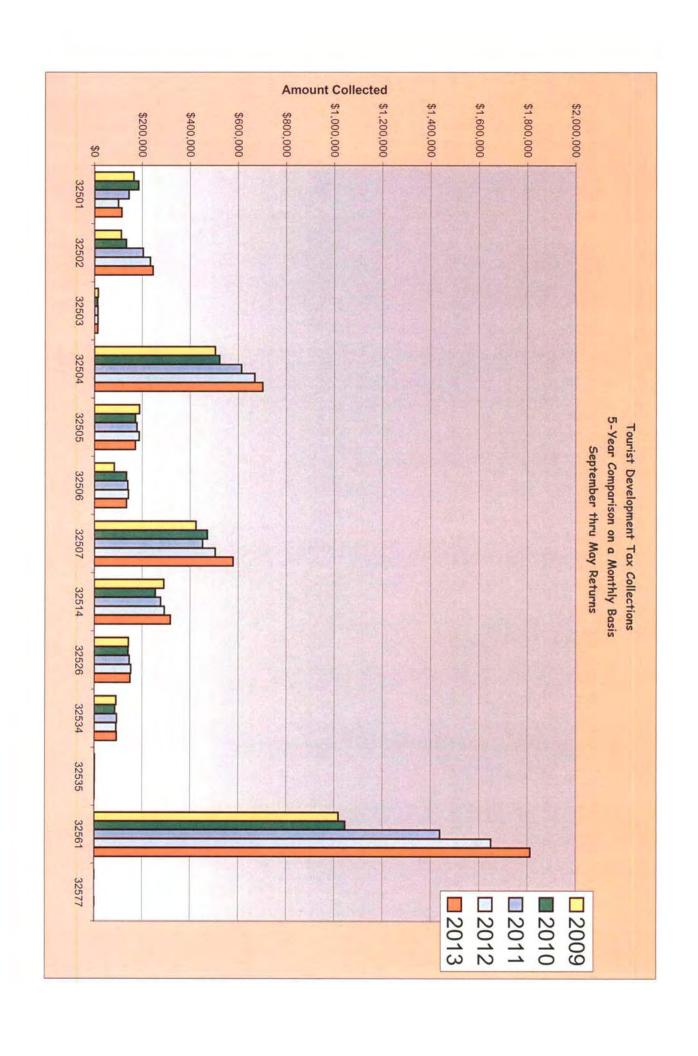
# Tourist Development Tax Collection Data Reported in Fiscal Year Format Escambia County Florida

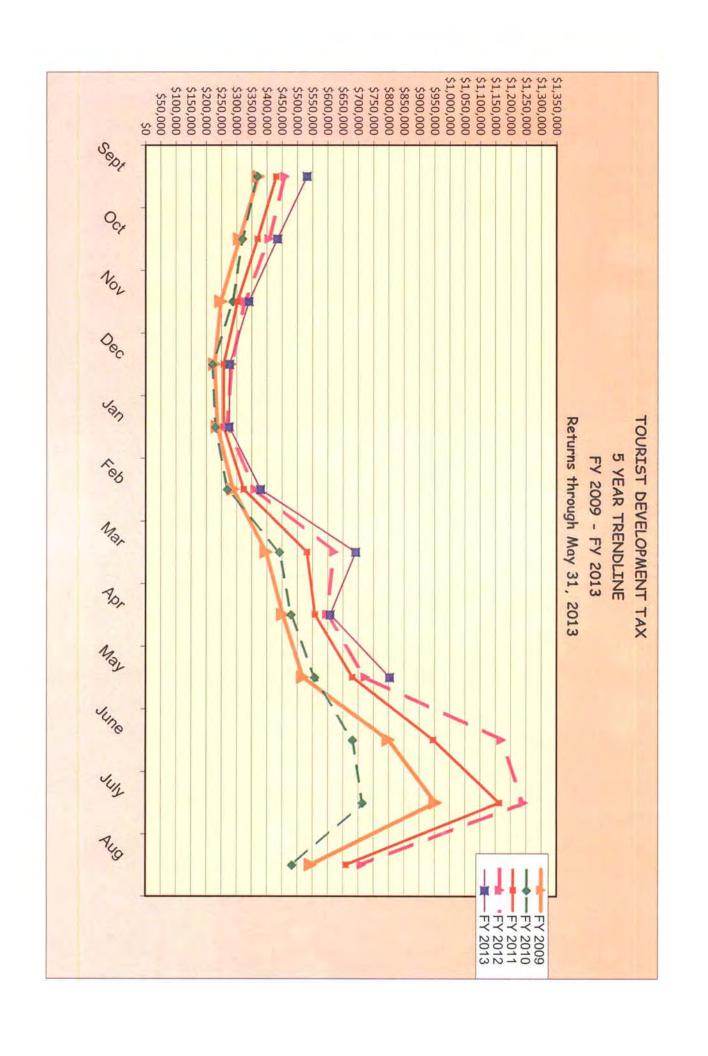
				H	THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013	PERCENT TOURIST TA COLLECTED 2004-2013	1ST TAX DOL 4-2013	ARS			
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	77227	2010	2010   2011	
OCT	SEP	\$224,446	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444		\$274,902	902	902 \$321,850
NON	OCT	211,517	232,619	262,261	224,646	238,591	231,361	-	238,423	238,423 276,214	423
DEC	NON	182,428	214,278	229,491	212,939	206,205	185,367	_	214,475	475	475
JAN	DEC	143,891	208,669	198,766	179,798	163,665	169,734		164,750		750
FEB	JAN	142,928	201,031	205,121	179,184	180,694	176,773		171,885		885
MAR	FEB	221,737	205,903	225,806	212,686	227,362	215,131		201,473	201,473 241,571	473
APR	MAR	313,139	261,605	312,491	328,479	344,151	297,195		330,261	330,261 397,690	261
MAY	APR	338,856	259,188	288,754	315,555	303,720	338,268		358,871		,871
NOC	MAY	346,125	295,677	343,616	387,614	474,863	387,513		417,285		285
TOTAL		\$2,125,066	\$2,127,475	\$2,369,034	\$2,286,027	\$2,427,327	\$2,278,786		\$2,372,325	\$2,372,325 \$2,776,364	325

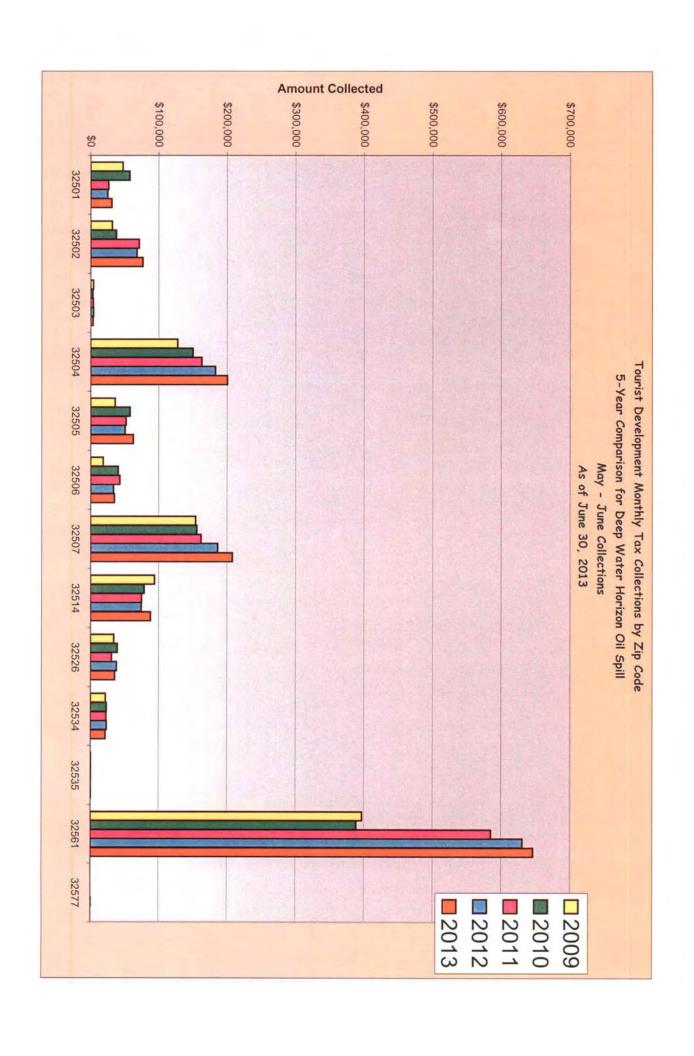
# TOURIST DEVELOPMENT TAX COLLECTION DATA REPORTED IN FISCAL YEAR FORMAT ESCAMBIA COUNTY, FLORIDA

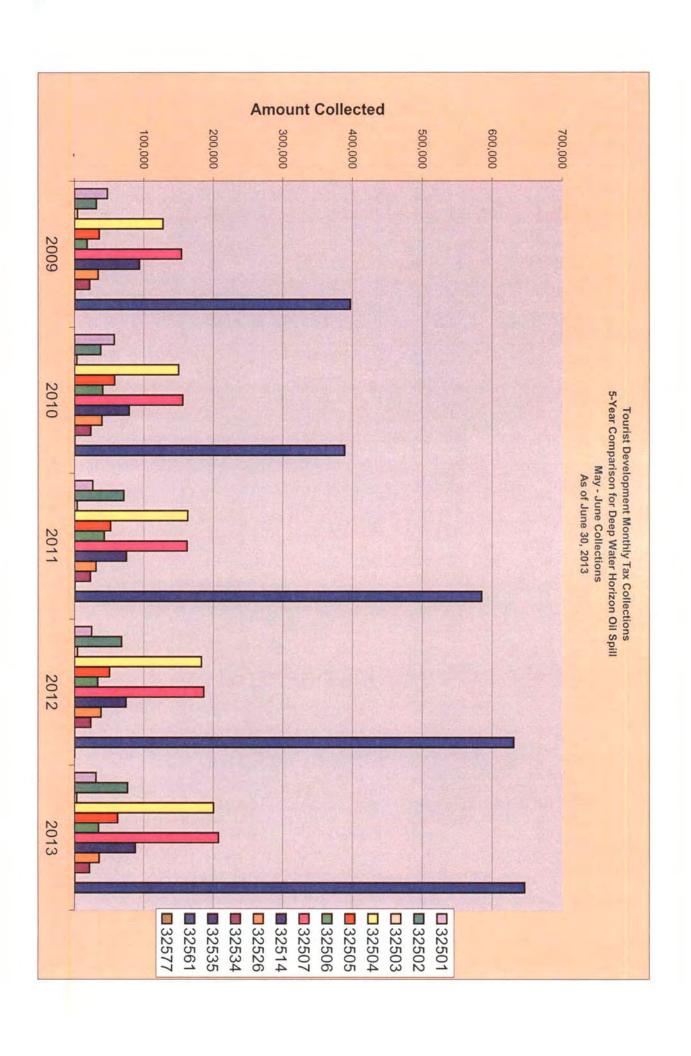
			F	ADDITIONAL	ONE (1%) P	ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013	URIST TAX I 2013	DOLLARS			
Month Of	For The										200
Collection	Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	
130	SEP	\$72,025	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	
NOV	OCT	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	
DEC	VOV	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615	
JAN	DEC	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721	
FEB	JAN	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948	
MAR	FEB	71,404	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075	
APR	MAR	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667	
MAY	APR	107,864	85,729	94,971	105,185	101,240	112,756	119,624	139,244	149,117	
NUC	MAY	115,334	96,938	113,025	129,205	158,288	129,171	139,095	170,013	180,683	
	TOTAL	\$688,355	\$702,728	\$783,969	\$762,009	\$809,109	\$759,595	\$790,775	\$925,455	\$1,009,898 \$1,083,667	5











Clerk of Courts . County Comptroller . Clerk of the Board of County Commissioners . Recorder . Auditor

# MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers

Clerk of the Circuit Court & Comptroller

DATE: July 18, 2013

SUBJECT: June 2013 Investment Report

# RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended June 30, 2013 as required by Ordinance 95-13.

The total portfolio earnings for the month of June equaled \$107,951. The short term portfolio achieved an average yield of .16%. This yield should be compared to the benchmark of the Standard & Poors Government Investment Pool 30 Day index yielding .03%. The core portfolio achieved an average Yield to Maturity at Cost of 1.10% and should be compared to the benchmark of the Merrill Lynch 1 - 5 Year Treasury Index yielding .401%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

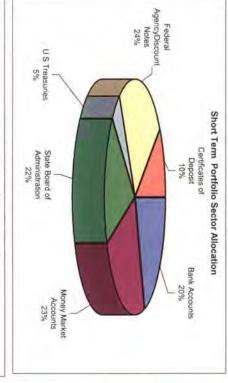
If you have questions or comments, please do not hesitate to call me at 595-4310.

PC/lmh



# ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT PORTFOLIO SUMMARY REPORT FISCAL YEAR 2012-2013 June 30, 2013

# PORTFOLIO COMPOSITION



Corporate
Notes/Muni Bonds Commercial Paper
17% 5%

Federated Govt
Money Market Fund
0%

Long Term Core Portfolio Sector Allocation

		0.03%		Benchmark S&P GIP Index 30 Day:
125,735	0.16% YTD Earnings:	0.16%		Short Term Portfolio Yield:
100%	\$ 103,803,705	103,806,320 \$	69	Total Short Term Portfolio Assets:
10%	10,000,000	10,000,000		Certificates of Deposit
24%	24,998,175	25,000,000		Federal AgencyDiscount Notes
5%	4,999,210	5,000,000		U S Treasuries
18%	18,130,733	18,130,733		State Board of Administration
24%	24,911,511	24,911,511		Money Market Accounts
20%	\$ 20,764,076	20,764,076	69	Bank Accounts
Percent	Market Value	Par Value		SHORT TERM PORTFOLIO (Maturities < or = to 1 Year):

		80.00% 0.071% 0.040%		CORE Portfolio Yield to Maturity at Market: Benchmark Merrill Lynch 1-3 Yr Treasury Index:
1,291,457	1.10% YTD Earnings: \$	1.10%		CORE Portfolio Yield to Maturity at Cost:
100%	104,560,177	\$ 103,066,044 \$ 104,560	69	Total Managed CORE Assets:
0%	276,044	276,044		Federated Govt Money Market Fund
5%	4,939,171	4,940,000		Commercial Paper
17%	17,806,178	17,765,000		Corporate Notes/Muni Bonds
55%	58,373,159	57,045,000		Federal Agency Bond/Note
22%	\$ 23,165,625	23,040,000 \$	49	US Treasury Bond/Notes
Percent	Market Value	Par Value		LONG TERM CORE PORTFOLIO (Maturities > 1 Year):

Year to Date Ear	Current Month E	Total Portfolio:
ngs:	rnings:	
5	5	65
\$ 1,417,192	\$ 107,951	\$ 206,872,364
\$ 1,417,192	\$ 107,951	\$ 206,872,364 \$

# INVESTMENTS PORTFOLIO COMPOSITION ESCAMBIA COUNTY, FLORIDA June 30, 2013

TOTAL EQUITY IN INVESTMENTS AS OF:	TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF	TOTAL EQUITY IN INVESTMENTS AS OF	INTEREST RECEIVABLE AS OF:	TOTAL INVESTMENTS	TOTAL CERTIFICATES OF DEPOSITS	SERVISHRST TOTAL SERVISHRST BANK	TOTAL BEVA COMPASS BANK	CERTIFICATES OF DEPOSITS:	TOTAL FEDERAL INSTRUMENTALITIES	MSSB-FHLB MSSB-FHLB MSSB-FHMB MSSB-FNMA TOTAL MSSB	CANTOR-FHLB. TOTAL CANTOR	FEDERAL INSTRUMENTALITIES:	MATURED UNITED STATES TREASURIES TOTAL UNITED STATES TREASURIES	CANTOR FITZGERALD-TBILL	U. S. TREASURIES:	STATE BOARD OF ADMINISTRATION Acct #141071 TOTAL STATE BOARD OF ADMINISTRATION	BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT SUNTRUST NOW (MONEY MKT) ACCOUNT SERVISFIRST (MONEY MKT) ACCOUNT TOTAL MONEY MARKET ACCOUNT	TOTAL BANK ACCOUNT	BANK OF AMERICA (DEPOSITORY) BANK OF AMERICA (SHIP) BANK OF AMERICA (DDA)	Security Description
						173033	6702284714			313385LN4 313385JF4 313385KK1 313589NH2	313385LR5			912795Z87						Number
6/30/2013	6/30/2013	6/30/2013	6/30/2013			8/24/12	11/16/2012			11/30/2012 12/17/2012 12/17/2012 12/17/2012	12/17/2012			13/30/2012						Purchase
						B/23/13	8/16/2013			9/10/2013 7/17/2013 8/14/2013 10/23/2013	9/13/2013			10/17/2013						Maturity
						0.45%	0.25%			0.15% 0.11% 0.12% 0.12%	0.13%			0.13%		0.22%	0.15% 0.08% 0.30%		ECR.45% ECR.45% ECR.45%	Interest or Coupon Rate
				7.0		0.45%	0.25%			0.15% 0.11% 0.12% 0.13%	0.13%			0.43%		N.	333		ZZZ	Yield to Muturity
				103,806,320	10,000,000	5,000,000	5,000,000		25,000,000	5,000,000 5,000,000 5,000,000 5,000,000 20,000,000	5,000,000		5,000,000	5,000,000		18,130,733 18,130,733	9,777,022 5,105,676 10,028,813 24,911,511	20,784,076	20,157,617 553,967 52,492	Face Value
11	Ĺ	ы	U	103,803,705	10,000,000	5,000,000	5,000,000		24,998,175	4,999,805 4,999,955 4,999,815 4,999,210 19,998,585	4,999,590 4,999,590		4,599,210	4,999,210		18,130,733 18,130,733	9,777,022 5,105,676 10,028,813 24,911,511	20,764,076	20,157,617 553,967 52,482	Market Value 6/30/2013
208,529,040	104,703,608	103,825,432	26,911	103,798,522	10,000,000	5,000,000	5,000,000		24,994,151	4,998,520 4,999,756 4,999,267 4,997,943 19,995,486	4,998,665 4,998,665		4,998,051	4,998.051		18,130,733 18,130,733	9,777,022 5,105,676 10,028,813 24,911,511	20,764,076	20,157,617 553,967 52,492	Book Value 6/30/2013
				100.00%	9.63%				24.08%				4.82%			17.47%	24.00%	20.00%		Actual
					20,00%				100.00%				100.00%			25.00%	20.00%			Portfolio Limit
						4.82%	4.82%			19.26%	4.82%						9.42% 4.92% 9.66%			Issuer Percentage
						10.00%	10.00%			25.00%	25.00%						10.00% 10.00%			Limit



# Managed Account Issuer Summary

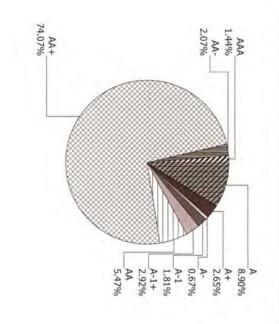
For the Month Ending June 30, 2013

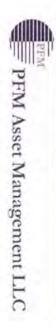
Credit Quality (S&P Ratings)

# ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

**Issuer Summary** 

	Market Value	
Issuer	of Holdings	Percent
ANHEUSER-BUSCH INBEV NV	1,999,510.00	1.92
APPLE INC	1,117,864.93	1.07
BANK OF NEW YORK	2,758,461.75	2.65
BNP PARIBAS	1,889,213.76	1.81
CALLEGUA WTR DIST, CA	1,497,285.00	1.44
CATERPILLAR INC	693,541.10	0.67
DEERE & COMPANY	2,508,684.54	2.41
FANNIE MAE	25,701,411.19	24.64
FREDDIE MAC	24,407,267.61	23.39
GENERAL ELECTRIC CO	2,855,070.40	2.74
JP MORGAN CHASE & CO	2,981,694.00	2.86
MCDONALD'S CORPORATION	1,102,450.80	1.06
PEPSICO, INC	694,629.60	0.67
RABOBANK NEDERLAND	3,049,957.30	2.92
STATE OF MICHIGAN	1,059,895.20	1.02
STATE OF PENNSYLVANIA	5,707,300.00	5.47
TOYOTA MOTOR CORP	1,094,271.20	1.05
UNITED STATES TREASURY	23,165,624.59	22.21
Total	\$104,284,132.97	100.00%





Al-4696 Clerk & Comptroller's Report 16. 2.
BCC Regular Meeting Consent

**Meeting Date:** 07/25/2013

**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 Minutes, the following documents provided to the Clerk to the Board's Office:

A. The certified proofs of publication of the advertisements for *Unclaimed Monies - Cash Bonds* and *Unclaimed Monies - Refunds*, held by the Office of the Clerk of the Circuit Court and Comptroller, as published in <a href="https://exambia.com/The Escambia Sun-Press">The Escambia Sun-Press</a>, LLC, on July 11, 2013, and provided to the Clerk to the Board's Office on July 17, 2013; and

B. A copy of the Proposed Operating Budget and Proposed Capital Improvements Program Budget for Fiscal Year 2014 for the Emerald Coast Utilities Authority (ECUA), as provided by Debra Buckley, Director of Finance, ECUA, and received in the Clerk to the Board's Office on July 19, 2013.

# **Attachments**

Proof of Publication Unclaimed Monies ECUA Proposed Budget 2014



<b>T</b>	•
ln	voice

Date	Invoice #
7/11/2013	25057

**Bill To** 

Escambia County Clerk of Court Attn: Accounting Department P.O. Box 333

Pensacola, FL 32591

Terms	First Publication
Due on receipt	07/11/2013

Item	Description	Qty	Rate	Amount
Legal Ad - 1 week Legal Ad - 1 week	Unclaimed monies - cash bond depositor Unclaimed monies - refunds Publication: July 11, 2013		185.60 75.40	
PAM CHILDERS  QLERK OF SIRCH FOURT  ESCANDIA OF THE COURT	COUNTY COMMISSIONERS			

**Total** \$261.00

Balance Due \$261.00

# THE ESCAMBIA SUN-PRESS, LLC



### LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2013. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

Cash Bond Depositor	Aı	nount
Aaron Speer	\$	250.00
Allen Rogers	\$	50.00
Ben-Ezra & Katz PA	\$	100.00
Brandon Loyet	\$	250.00
Brianna Critelli	\$	250.00
Britanny Wedel	\$	250.00
Brittany M Carpenter	\$ \$	250.00
Brookes Blalock	\$	250.00
Bryan Clark	\$	50.00
Catherine Lee Martin	\$	252.74
Chasity Cook	\$	250.00
Christopher Herbert	\$	100.00
Clark Partington Hart Larry Bond & Stackhouse	\$	100.00
Danielle N Clark	\$	100.00
David J. Stern Esq	\$	200.00
Dominique Fails	\$	58.58
Douglas C Zahm PA	\$	100.00
Douglas P Jones Esq	\$	100.00
Eric Branch	\$	400.00
Florida Default Law Group, PL	\$	300.00
Fowler White Boggs Banker PA	\$	100.00
Gladstone Law Group PA	\$	900.00
Henry M Andreasen Jr PA	\$	100.00
Jacob McCaskill	\$	200.00
Jerome Simmons	\$	20.02
Jessica Adams	\$	100.00
Jose Interiano-Garcia	\$	250.00
Juan G. Rostro-Corpus	\$	134.00
Jude Stewart	\$	500.00
Justin Filmore	\$	200.00
Kass Shuler Solomon Spector Foyle & Singer PA	\$	100.00
Kenneth Thorsen	\$	400.00
Larry White	\$	250.00
Law Office of Daniel C Consuegra	\$	100.00
Marjorie Ann Whalen	\$	50.00
Marshall C Watson PA	\$	100.00
Mary Travis Mollie Martin	\$	250.00
Neal Nash	\$	100.00
	\$	500.00
Paul S Spradling Philip Bates PA	\$	20.00
Raymond L Howard	\$	200.00
Rehannon D Harper	\$ \$	250.00
Shapiro & Fishman LLP	\$	50.00
Shawn P Murphy		100.00
Sprechman & Associates, PA	\$ 1,	100.00
Timothy Reeves	\$	100.00
Tina Watson	\$ \$	100.00
Wonder Purifoy	\$	50.00
Zachary J Bancroft Esq	\$	100.00
	*	- 50.00

0aw-1w-7-11-2013

LISHED WEEKLY SINCE 1948

arrington) Pensacola, Escambia County, Florida

# **OF FLORIDA**

cambia

undersigned authority personally appeared Michael J. Driver
The Escambia Sun Press, a weekly newspaper (Warrington) Pensacola in Escambia County, the attached copy of advertisement, being a in the matter of UNCLAIMED
in the CIRCUIT Court
d in said newspaper in the issues of
published at (Warrington) Pensacola, in said bunty, Florida, and that the said newspaper has en continuously published in said Escambia County, week and has been entered as second class mail post office in Pensacola, in said Escambia County, a period of one year next preceding the first of the attached copy of advertisement; and affiant that he has neither paid nor promised any person, oration any discount, rebate, commission or refund see of securing this advertisement for publication in spaper.
PUBLISHER
I subscribed before me this11 <sup>TH</sup> A.D., 2013
Sens of June
URNER NOTARY PUBLIC
Denise G. Turner

Denise G. Turner
Notary Public
State of Florida
My Commission Expires 08/24/2016
My Commission No.EE 207775

# THE ESCAMBIA SUN-PRESS, LLC



## LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITI-ATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORI-DA STATUTES AGAINST UNCLAIMED MONIES. PERSO CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PO SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLER COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUN BER 1, 2013. SUFFICIENT PROOF SHALL BE SUBMITTE CLERK OF OWNERSHIP AND UPON DOING SO SHALL RECEIVE SAID FUNDS IF UNCLAIMED, THESE FUNDS DECLARED FORFEITED TO THE ESCAMBIA COUNTY ( AND FORFEITURE FUND AND ALL CLAIMS SHALL BE BARRED.

Refunds	Amount		
Christie E Lawrence Christopher A Quintiliani Dinah K Shelby	\$ 30.00 \$ 100.00		
Gene E Mitchell Jerrica A Synder	\$ 10.80 \$ 48.70 \$ 127.00		
Philip L Logas PA Sandra F Lane	\$ 498.00 \$ 6110.62		
Victoria M. Norsworthy	\$ 15.00		

oaw-1w-7-11-2013

**ISHED WEEKLY SINCE 1948** 

arrington) Pensacola, Escambia County, Florida

INS HAVING OR DRTION OF THEM, RK OF ESCAMBIA DS BY SEPTEM-	OF FLOR	IDA				
D TO SAID BE ENTITLED TO SHALL BE CLERK'S FINE FOREVER	cambia  undersigned authority personally appeared  Michael J. Driver					
0.00 0.00 0.80 0.70 0.00 0.62	f The Escambia t (Warrington) it the attached	me and who on oath so Sun Press, a week Pensacola in Escar copy of advertisem natter of UNCLA	ly newspaper nbia County, lent, being a			
	in the	CIRCUIT	Court			
heretoforel Florida ead matter at the Florida, for publication further say firm or corfor the purthe said new	County, Florida, peen continuously the week and has ne post office in Port of the attached of the county discoose of securing the pose	(Warrington) Pensac and that the said not published in said Escal been entered as secon ensacola, in said Escal ne year next preced copy of advertisement her paid nor promise ount, rebate, commisse his advertisement for	ewspaper has mbia County, and class mail mbia County, ling the first t; and affiant d any person, ion or refund			
	′ /		PUBLISHER			
	nd subscribed bef					
day of	Denw	2	20 <u>13</u>			
DENISE G.	THUDNED	NOTA				

Denise G. Turner **Notary Public** State of Florida My Commission Expires 08/24/2016 My Commission No.EE 207775



P.O. Box 15311 • 9255 Sturdevant Street Pensacola, Florida 32514-0311 ph: 850 476-5110 • fax: 850 494-7346

July 16, 2013

Pam Childers Clerk of the Circuit Court M C Blanchard Building 190 Governmental Center Pensacola, FL 32501

Dear Sir:

In accordance with Chapter 218.35(4) of the Florida Statutes please find enclosed a copy of the Proposed Operating Budget and Proposed Capital Improvements Program Budget for Fiscal Year 2014 for the Emerald Coast Utilities Authority.

If you have any questions, please feel free to contact me at 969-3320.

Sincerely,

Debra Buckley Director of Finance

DB/rm

Enclosure: Proposed Budgets

# **ECUA BUDGET**

# WATER & WASTEWATER SYSTEMS

**FY 2014** 

# EMERALD COAST UTILITIES AUTHORITY WATER & WASTEWATER SYSTEMS PROPOSED SOURCES & USES FISCAL YEAR 2014

# SOURCES

MONTHLY SERVICE CHARGES :		
WATER	\$37,708,922	
WASTEWATER	47,621,709	
TOTAL MONTHLY SERVICE CHARGES	85,330,631	
CONNECTION CHARGES	300,000	
MISCELLANEOUS	1,500,000	
SEWER IMPROVEMENT FEE	5,910,000	
TOTAL OPERATING REVENUES		93,040,631
INTEREST INCOME		500,000
IMPACT FEES		1,500,000
TOTAL REVENUES		95,040,631
BEGINNING BALANCES:		3,500,000
UNRESTRICTED RESERVES		20,442,000
BOND FUNDS PROJECT CONTINGENCIES (WORKING CAPITAL)		7,056,337
PRODECT CONTINUENCIES (WORKING CONTINUE)		
TOTAL SOURCES		126,038,968
<u>USES</u>		
PERSONAL SERVICES	30,804,845	
SUPPORT SERVICES	16,376,216	
MATERIALS & SUPPLIES	7,261,413	
SEPTIC TANK ABATEMENT PROGRAM	160,000	
WASTEWATER INFRASTRUCTURE PROGAM***	1,176,883	
OPERATING CONTINGENCY	1,750,000	
INDIRECT OVERHEAD ALLOCATION	(454,320)	57,075,037
TOTAL OPERATING EXPENSES		31,013,001
DEBT SERVICE (PARITY DEBT)		24,698,038
DEBT SERVICE FOR NEW BORROWING		1,575,000
DEBT SERVICE FOR SRF LOANS		5,698,122
CIP PROJECTS	6,250,000	
R & R PROJECTS***	2,496,117	
BOND FUND PROJECTS	20,442,000	
AMR PROGRAM ANNUAL LOAN PAYMENT	1,163,355	
TOTAL OTHERS		30,351,472
ENDING BALANCES:		3,500,000
UNRESTRICTED RESERVES PROJECT CONTINGENCIES (WORKING CAPITAL)		3,141,299
THOSE OF CONTINUE MORE (MORE MANUELY		
TOTAL USES		\$126,038,968
DEBT SERVICE COVERAGE (PARITY DEBT)		1.46
DEBT SERVICE COVERAGE (ALL DEBT)		1.20

-27.77% 2.15% 4.01% 22.65% 7.99% **%90.0**-5.18% 2.32% -6.09% 2.75% 2.66% -7.08% -3.47% 0.38% 0.00% %00.009 48.94% % INCREASE BUDGET ž (445) (288,146)(233,496)(496,000)(147,849)72,048 (858,627)41,222 0 1,500,000 24,138 150,414 30,222 (136,257)116,918 1,176,883 1,198,594 247,569 (DECREASE) INCREASE (454,320)1,750,000 243,656 1,290,400 57,075,037 326,380 3,055,010 1,334,056 3,265,546 2,281,146 390,184 9,258,319 2,182,669 11,265,642 8,025,496 10,960,422 1,176,883 723,548 PROPOSED FY 2014 (454,320)0 55,876,443 1,786,400 250,000 302,242 12,124,269 8,313,642 10,919,200 477,152 723,993 2,904,596 1,303,834 3,401,803 2,428,995 318,136 9,010,750 2,065,751 CURRENT BUDGET FY 2013 (443,253)0 0 9,619,090 387,603 1,539,607 821,977 1,110,323 2,642,612 2,206,145 8,400,245 1,916,496 281,145 2,630,735 275,496 9,532,071 6,666,131 47,586,423 ACTUAL FY 2012 OTHER EXPENSES- SEPTIC TANK ABATEMENT, BAD DEBT, PAYING AGENT FEES, MERIT & PROGRESSIONS, ETC. COMMUNICATIONS & GOVERNMENTAL AFFAIRS **EMERALD COAST UTILITIES AUTHORITY TOTAL OPERATING EXPENSES HUMAN RESOURCES & ADMIN SERVICES** OFFICE OF THE EXECUTIVE DIRECTOR WATER & WASTEWATER SYSTEMS WASTEWATER INFRASTRUCTURE INFORMATION TECHNOLOGY **OPERATING CONTINGENCY OVERHEAD ALLOCATIONS** WATER RECLAMATION **CUSTOMER SERVICES** UTILITY OPERATIONS WATER PRODUCTION REGIONAL SERVICES SHARED SERVICES ENGINEERING **ECUA BOARD** FINANCE

EXPLANATION OF CHANGE		(8,939) Based on current salary, which is set by the State.													
INCREASE/ DECREASE		(8,939) E		(1,064)	(386)	25,143	9,284	24,138	4	•	1			•	24,138
2014 PROPOSED BUDGET		187,811	12,000	14,446	6,010	37,220	59,693	317,180	9'000	2,000	1,000	000'6	200	200	326,380
2013 ORIGINAL BUDGET		196,750	12,000	15,510	6,296	12,077	50,409	293,042	9,000	2,000	1,000	000'6	200	200	302,242
2012 LAST YEARS ACTUAL		182,550	12,000	14,486	5,842	11,958	49,269	276,105	2,925	2,115	1	5,040	1	1	281,145
ACCOUNT DESCRIPTION	ECUA BOARD	BOARD MEMBERS SALARIES	<b>BOARD MEMBERS ALLOWANCE</b>	SOCIAL SECURITY	ECUA PENSION	STATE PENSION	LIFE & HEALTH INSURANCE	PERSONAL SERVICES	COMMITTEE MEMBER COMP	TRAVEL AND PER DIEM	PROFESSIONAL DEV	SUPPORT SERVICES	DUES & SUBSCRIPTIONS	MATERIALS & SUPPLIES	DEPARTMENT TOTAL

NOITANA IOXA	OF CHANGE																								
INCREASE/	DECREASE		8.852	605	24.518	(1,870)	32,105		(30,000)	(1,000)	(1,000)			(250)	(2)		(32.250)	-	(200)	-	ı	(100)	(1)	(300)	(445)
2014 PROPOSED	BUDGET		312,108	18,357	41,763	25,120	397,348	250,000	20,000	1,500	7,500	1,500	12,000	250	2.000	1,500	296,250	150	100	3,000	1,550	150	25.000	29,950	723,548
2013 ORIGINAL	BUDGET		303,256	17,752	17,245	26,990	365,243	250,000	50,000	2,500	8,500	1,500	12,000	200	2,000	1,500	328,500	150	300	3,000	1,550	250	25,000	30,250	723,993
2012 LAST YEARS	ACTUAL		298,202	17,764	16,674	23,432	356,072	420,020	ı	ŧ	6,434	1,403	11,792	•	1	19	439,668	163	•	4,118	1,981	1	19,975	26,237	821,977
ACCOUNT	DESCRIPTION	OFFICE OF EXECUTIVE DIRECTOR	REGULAR SALARIES	SOCIAL SECURITY	STATE PENSION	LIFE & HEALTH INSURANCE	PERSONAL SERVICES	LEGAL FEES	PROFESSIONAL SERVICES	TRAVEL AND PER DIEM	RENTAL AND LEASES	REP & MAINT - EQUIP & VEHICLES	COMMUNITY RELATIONS	CLASSIFIED ADVERTISING	OTHER CURRENT CHARGES	PROFESSIONAL DEV	SUPPORT SERVICES	POSTAGE	PRINTING & BINDING	OFFICE SUPPLIES	GAS, OIL & LUBRICANTS	MINOR SOFTWARE	DUES & SUBSCRIPTIONS	MATERIALS & SUPPLIES	DEPARTMENT TOTAL

2014 PROPOSED INCREASE/ EXPLANATION	DECREASE		1,523,897 160,666 Finance Director replacement and merit increases		4,650 400	112,829 12,886			2,113,930 216,461	75,000 (750)	Ψ,	_	(30,000)	134,220	26,600 (5,738)		42,520	11,000	3,660		850 -	2,040 (800)	306,375 (54,258)	592,100 (13,300)	2,600 (509)	4,180 320	13,550 850	1,000	16,340 100	1,800	750	•	- 100	- 200	
2013 ORIGINAL P			1,363,231	16,037	4,250	99,943	71,326	342,682	1,897,469	75,750		22.800	30,000	134,220	32,338	4,655	42,520	11,000	3,660		850	2,840	360,633	605,400	3,109	3,860	12,700	1,000	16,240	1,800		ı	100	200	
2012 LAST YEARS	ACTUAL		1,331,642	12,200	7,017	97,893	66,005	289,476	1,804,233	68,011	19,979			117,698	10,307	1,237	26,965	5,631	3,308	6,988	765	740	261,629	515,569	2,875	1,537	15,597	873	15,455	698'6	2,213	370	48	•	
ACCOUNT		FINANCE	REGULAR SALARIES	OTHER SALARIES-STUDENT	OVERTIME-MISCELLANEOUS	SOCIAL SECURITY	STATE PENSION	LIFE & HEALTH INSURANCE	PERSONAL SERVICES	AUDITING AND ACCOUNTING	TEMPORARY SERVICES	BANKS E-BOX CUSTOMER PYMT	LOCKBOX SERVICE	OUTSOURCING UTILITY BILLS	OTHER CONTRACTUAL SERVICE	TRAVEL AND PER DIEM	REP&MAINT-EQUIP &VEHICLES	CLASSIFIED ADVERTISING	DUMPSTERS	INVENTORY OVER/SHORT	OTHER CURRENT CHARGES	PROFESSIONAL DEV	SUPPORT SERVICES	POSTAGE	COMPUTER FORMS	PRINTING & BINDING	OFFICE SUPPLIES	CLOTHING SUPPLIES	GAS, OIL & LUBRICANTS	OPERATING SUPPLIES	SMALL TOOLS AND EQUIPMENT	MINOR SOFTWARE	PROTECTIVE CLOTHING	BOOKS & PUBLICATIONS	

		2012	2013	2014		
	DESCRIPTION	LAST YEARS ACTUAL	ORIGINAL	PROPOSED	INCREASE/	EXPLANATIO
<b> </b> ≤	INFORMATION TECHNOLOGY			10000	DE CINE ASE	OF CHANG
œ	REGULAR SALARIES	549,736	603,989	630 424	26 435	
0	OTHER SALARIES-INTERN	1,024	17.400	17,400	7	
Ś	SHIFT DIFFERENTIAL	334	208	208	,	
0	OVERTIME-MISCELLANEOUS	358	3,192	1,192	(2.000)	
Ø	SOCIAL SECURITY	39,864	44,037	47,807	3.770	
S	STATE PENSION	26,935	34,856	55,702	20.846	
<b>_</b>	LIFE & HEALTH INSURANCE	104,060	133,077	110,688	(22,389)	
<b>Q</b>	PERSONAL SERVICES	722,311	836,759	863,421	26.662	
Ō	CONSULTANT SERVICES	4,016	3,000	3,000		
O i	OTHER CONTRACTUAL SERVICE	5,300	15,600	15,600	•	
F	TRAVEL AND PER DIEM	2,906	6,925	6,925	•	
Ē	TELEPHONE	49,033	52,800	52,800	•	
<b>∠</b> :	INTERNET ACCESS	3,224	3,530	5,090	1.560	
≤	WIRELESS WORKORDER SYSTEM	357	009	009	•	
≝ 4 <b>-</b>	LEASED LINES	38,005	45,300	45,300		
₹ •	REP & MAINT - EQUIP & VEHICLES	61,197	56,100	56,100	1	
₢	REP & MAINT - TELEPHONES	5,936	20,000	20,000	•	
₹	REP & MAINT - SOFTWARE	172,714	196,850	201,850	2.000	
ā.	PROFESSIONAL DEV	6,781	13,800	13,800	'	
σ i	SUPPORT SERVICES	349,469	414,505	421,065	6,560	
ď,	POSTAGE	127	150	150		
ŏ	COMPUTER FORMS	10,611	12,620	12,620	•	
ō	OFFICE SUPPLIES	1,409	1,200	1,200	,	
ගි	GAS, OIL & LUBRICANTS	83	900	900	ı	
Σ	MINOR SOFTWARE	6,644	10,000	10.000	•	
ō	OPERATING SUPPLIES	17,221	21,000	21,500	500	
Ś	SMALL TOOLS AND EQUIPMENT	1,607	1,550	1,550	} '	
Ж i	BOOKS & PUBLICATIONS	78	900	900	,	
ត :	DUES & SUBSCRIPTIONS	763	1,350	1,350	•	
Èè	MATERIALS & SUPPLIES	38,543	49,070	49,570	200	
ל כ	CAPITAL OUTLAY		3,500		(3,500)	
วั	DEPARTMENT TOTAL	1,110,323	1,303,834	1,334,056	30,222	

EXPLANATION	OF CHANGE													Health care consultant.			(80,500) Security transferred to Shared Services.				Lease a new copier.												
INCREASE/	DECREASE		(10,350)	1	(840)	23,247	(24,744)	ı	(3,000)	•	4,000	1	(11,687)	15,000	(7,245)	1	(80,500)	(16,500)	ĺ	750		(4,500)	(3,000)	•	(120)	•	•	(22,120)	(114,365)	1	(6,250)	(200)	(220)
2014 PROPOSED	BUDGET		633,217	1,500	46,237	57,630	119,823	118,800	12,000	75,000	766,500	000'9	1,836,707	15,000	48,700	23,500	22,500	1,183,239	•	9,850	4,500	2,900	22,000	22,000	750	26,000	150	10,150	1,391,239	200	1,250	7,300	1,650
2013 ORIGINAL	BUDGET		643,567	1,500	47,077	34,383	144,567	118,800	15,000	75,000	762,500	9'000	1,848,394	1	55,945	23,500	103,000	1,199,739	•	9,100	•	7,400	25,000	22,000	1,500	26,000	150	32,270	1,505,604	200	7,500	7,500	2,200
2012 LAST YEARS	ACTUAL		551,523	29	40,052	28,751	106,708	99,979	9,641	21,347	326,325	4,162	1,188,517	t	36,784	23,816	62,697	1,252,479	5,313	3,865	ı	2,382	12,044	10,809	1,483	14,888	235	4,829	1,431,624	524	•	7,251	825
ACCOUNT	DESCRIPTION	<b>HUMAN RESOURCES/ADMIN SERV</b>	REGULAR SALARIES	OVERTIME-MISCELLANEOUS	SOCIAL SECURITY	STATE PENSION	LIFE & HEALTH INSURANCE	LONG TERM DISABILITY	FSA ADMINISTRATIVE COST	UNEMPLOYMENT COMPENSATION	WORKERS COMPENSATION	COBRASERVE FEE	PERSONAL SERVICES	CONSULTANT SERVICES	MEDICAL SERVICES	PROFESSIONAL SERVICES	▲ OTHER CONTRACTUAL SERVICE	INSURANCE PREMIUMS/CLAIMS	TEMPORARY SERVICES	TRAVEL AND PER DIEM	RENTAL AND LEASES	REP&MAINT-EQUIP &VEHICLES	EMPLOYEE RELATIONS	HEALTHY CHOICE REIM PROGRAM	CLASSIFIED ADVERTISING	EDUCATIONAL REIMBURSEMENT	OTHER CURRENT CHARGES	PROFESSIONAL DEV	SUPPORT SERVICES	POSTAGE	PRINTING & BINDING	OFFICE SUPPLIES	GAS, OIL & LUBRICANTS

CONTINUED

ACCOUNT LAST DESCRIPTION ACT HUMAN RESOURCES/ADMIN SERV	ACTUAL ACTUAL 4,370 1,166	ORIGINAL BUDGET 7,250 3,500	PROPOSED BUDGET 5,750 3,250	INCREASE/ DECREASE (1,500) (250)	EXPLANATION OF CHANGE
	4,370	7,250	5,750 3,250	(1,500)	TO TO
	4,370 1,166	7,250	5,750 3,250	(1,500)	
	1,166	3,500	3,250	(250)	
OPERATING SUPPLIES	•		) ) ] ]		
PROTECTIVE CLOTHING	•	250	250		
SMALL TOOLS AND EQUIPMENT	230	000 6	1 500	(400)	
TRAINING SUPPLIES	) 	000,4	000,	(000)	
BOOKS & PUBLICATIONS	•	2000	2,000	•	
DUES & SUBSCRIPTIONS	8,105	11.405	10.450	(955)	
ES	22,471	47,805	37,600	(10.205)	
DEPARTMENT TOTAL 2,6	2,642,612	3,401,803	3,265,546	(136,257)	

ACCOUNT	2012 LAST YEARS	2013 ORIGINAL	2014 PROPOSED	INCREASE/	EXPLANATION
DESCRIPTION	ACTUAL	BUDGET	BUDGET	DECREASE	OF CHANGE
ENGINEERING					
REGULAR SALARIES	1,556,120	1,649,679	1,538,541	(111,138)	Position transferred to Wastewater Infrastructure.
OVERTIME-MISCELLANEOUS	7,330	11,000	10,500	(200)	
SOCIAL SECURITY	110,995	118,153	110,132	(8,021)	
ECUA PENSION	2,385	2,371	2,466	95	
STATE PENSION	78,588	86,438	138,584	52,146	
LIFE & HEALTH INSURANCE	328,074	394,894	335,148	(59,746)	
PERSONAL SERVICES	2,083,492	2,262,535	2,135,371	(127,164)	
PROFESSIONAL SERVICES	6,800	5,000	5,000		
OTHER CONTRACTUAL SERVICE	i	2,000	2,000	•	
TEMPORARY SERVICES	565	ı	i	•	
TRAVEL AND PER DIEM	4,108	7,300	5,800	(1,500)	
RENTAL AND LEASES	12,951	49,335	15,000	(34,335)	
REP & MAINT - SOFTWARE	13,116	13,925	15,925	2,000	
REP&MAINT-EQUIP &VEHICLES	12,532	17,700	16,600	(1,100)	
PROFESSIONAL DEV	6,425	7,500	6,000	(1,500)	
OTHER CURRENT CHARGES	360	1,300	006	(400)	
SUPPORT SERVICES	56,857	104,060	67,225	(36,835)	
POSTAGE	281	300	200	(100)	
PRINTING & BINDING	(102)	300	200	(100)	
CLASSIFIED ADVERTISING	345	1	1	,	
OFFICE SUPPLIES	8,852	10,350	11,000	029	
CLOTHING SUPPLIES	75	800	800	t	
GAS, OIL & LUBRICANTS	35,859	32,500	31,500	(1,000)	
MINOR SOFTWARE	804	2,000	1,000	(1,000)	
OPERATING SUPPLIES	10,644	10,500	14,600	4,100	
PROTECTIVE CLOTHING	297	200	400	200	
SMALL TOOLS AND EQUIPMENT	4,042	850	1,450	009	
BOOKS & PUBLICATIONS	256	009	400	(200)	
DUES & SUBSCRIPTIONS	4,143	4,000	3,000	(1,000)	
MATERIALS & SUPPLIES	65,796	62,400	64,550	2,150	
CAPITAL OUTLAY	•	t	14,000	14,000	
DEPARTMENT TOTAL	2,206,145	2,428,995	2,281,146	(147,849)	

INCREASE/ EXPLANATION	DECREASE		12,334		228	, 17,539	(3,803)	26,298		52,000 Security contract transferred from H. R.			. (4,500)		-	1 47,500		•	(1,750)			-	( Jac 4)
2014 PROPOSED	BUDGET		203,685	250	13,964	28,797	43,188	289,884		52,000	450	42,000	•	1,450	200	96,100	100	800	3,000	•	200	100	000
2013 ORIGINAL	BUDGET	:	191,351	250	13,736	11,258	46,991	263,586		1	450	42,000	4,500	1,450	200	48,600	100	800	4,750	1	200	100	2050
2012 LAST YEARS	ACTUAL		154,614	214	11,185	8,945	()	201,445	16,129	•	•	48,965	3,216	810	•	69,120	30	1,166	3,094	575	99	•	1 021
ACCOUNT	DESCRIPTION	SHARED SERVICES	REGULAR SALARIES	OVERTIME-MISCELLANEOUS	SOCIAL SECURITY	STATE PENSION	LIFE & HEALTH INSURANCE	PERSONAL SERVICES	TEMPORARY SERVICES	OTHER CONTRACTUAL SERVICE	TRAVEL AND PER DIEM	800 PHONE SYSTEM	RENTAL AND LEASES	REP & MAINT-EQUIP &VEHICLES	PROFESSIONAL DEV	SUPPORT SERVICES	PRINTING & BINDING	OFFICE SUPPLIES	GAS, OIL & LUBRICANTS	ECUA T-SHIRT UNIFORMS	OPERATING SUPPLIES	DUES & SUBSCRIPTIONS	MATERIA! S. S. SIIDDI IES

	EXPLANATION	OF CHANGE																																	
	INCREASE/	DECREASE		11,486		31,000	•	4,000	4,848	218	157,125	(135,408)	73,269	-		1		1	ı	(1,700)		ŗ	16,000	000'9	•	•	ı	t	20,300	•	(1,000)		ı	•	8,000
2014	PROPOSED	BUDGET		4,562,353	7,680	263,000	10,500	20,000	355,528	6,426	408,032	1,155,079	6,818,598	200	298,000	6,000	27,000	2,000	22,000	13,000	200	2,250	199,900	34,000	2,800	3,100	18,000	15,000	644,050	150	ŗ	1,000	4,500	18,321	000'09
2013	ORIGINAL	BUDGET		4,550,867	7,680	232,000	10,500	46,000	350,680	6,208	250,907	1,290,487	6,745,329	200	298,000	000'9	27,000	2,000	22,000	14,700	200	2,250	183,900	28,000	2,800	3,100	18,000	15,000	623,750	150	1,000	1,000	4,500	18,321	52,000
2012	LAST YEARS	ACTUAL		4,320,272	5,728	259,988	9,577	55,798	336,925	7,015	225,960	1,039,967	6,261,230	1	224,932	3,600	91,899	151	1,785	14,889	•	3,566	198,545	38,748	2,688	2,885	1,895	10,752	596,335	171	•	367	5,088	9,428	59,041
	ACCOUNT	DESCRIPTION	REGIONAL SERVICES	REGULAR SALARIES	SHIFT DIFFERENTIAL	OVERTIME-MISCELLANEOUS	OVERTIME-PROGRAMMED	STANDBY	SOCIAL SECURITY	ECUA PENSION	STATE PENSION	LIFE & HEALTH INSURANCE	PERSONAL SERVICES	OTHER CONTR SERV-PCB	OTHER CONTRACTUAL SERVICE	ROAD PERMITS	TEMPORARY SERVICES	TRAVEL AND PER DIEM	WIRELESS WORKORDER SYSTEM	RENTAL AND LEASES	R&M-OTHER-PCB	REP & MAINT - OTHER	REP&MAINT-EQUIP &VEHICLES	DUMPSTERS	OTHER CUR CGS PCB	OTHER CURRENT CHARGES	PROFESSIONAL DEV	TIPPING FEES	SUPPORT SERVICES	POSTAGE	COMPUTER FORMS	PRINTING & BINDING	OFFICE SUPPLIES	CLOTHING SUPPLIES	FIRE HYDRANTS

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HNI COOK	2012   ACT VEABS	2013	2014		
ACCOON	LASI TEARS	CRIGINAL	PROPOSED	INCREASE/	EXPLANATION
DESCRIPTION	ACTUAL	BUDGET	BUDGET	DECREASE	OF CHANGE
REGIONAL SERVICES					
GAS, OIL & LUBRICANTS	420,148	335,000	362,500	27,500	
MANHOLE SUPPLIES	8,230	32,000	32,000	1	
METERS/REPLACEMENT	179,359	400,000	400,000	•	
MINOR SOFTWARE	•	300	300	•	
<b>NEW SERVICES MATERIALS</b>	132,211	112,500	131,500	19,000	
OPERATING SUPPLIES	86,680	91,000	94,000	3,000	
OPERATING SUPPLIES-PCB	18,355	12,000	18,000	6,000	
PIPES, FITTINGS &HYDRANTS	460,662	338,000	503,000	165,000	DEP mandate requires flush/valve hydrant installs.
PROTECTIVE CLOTHING	26,899	26,300	26,300		
SMALL TOOLS AND EQUIPMENT	42,392	43,000	43,500	200	
CHEMICAL SUPPLIES	14,813	20,000	20,000	1	
ROAD MATERIALS & SUPPLIES	78,632	80,000	80,000	•	
BOOKS & PUBLICATIONS		200	200	•	
DUES & SUBSCRIPTIONS	204	400	400	•	
MATERIAL & SUPPLIES	1,542,680	1,567,671	1,795,671	228,000	
CAPITAL OUTLAY		74,000		(74,000)	
DEPARTMENT TOTAL	8,400,245	9,010,750	9,258,319	247,569	

ACCOUNT DESCRIPTION	2012 LAST YEARS ACTUAL	2013 ORIGINAL BUDGET	2014 PROPOSED BUDGET	INCREASE/ DECREASE	EXPLANATION
CUSTOMER SERVICES					
REGULAR SALARIES	1,282,581	1,357,686	1,483,772	126,086	126,086 To staff atrium positions, a position in Fats, Oils, and Grease program and merit increases
OTHER SALARIES-STUDENT	•	7,600	1	(7,600)	מים כוכמסכן איסטימון מום ווכונים מסכט.
OVERTIME-MISCELLANEOUS	7,774	14,350	14,350		
SOCIAL SECURITY	93,154	99,718	109,396	9,678	
STATE PENSION	64,012	71,421	102,040	30,619	
LIFE & HEALTH INSURANCE	341,490	423,286	377,531	(45,755)	
PERSONAL SERVICES	1,789,011	1,974,061	2,087,089	113,028	
TEMPORARY SERVICES	44,710	1			
OTHER CONTRACTUAL SERVICE	27,740	29,060	30,000	940	
TRAVEL AND PER DIEM	1,013	5,050	5,050	1	
PROFESSIONAL DEVELOPMENT	2,665	3,450	3,450	•	
REP&MAINT-EQUIP &VEHICLES	4,360	11,900	11,900	1	
OTHER CURRENT CHARGES	1,173	3,500	3,500	ı	
SUPPORT SERVICES	81,661	52,960	53,900	940	
POSTAGE	•	250	250		
PRINTING & BINDING	2,454	3,180	3,180	ı	
OFFICE SUPPLIES	20,251	15,000	15,500	200	
MINOR SOFTWARE	•	350	350	•	
OPERATING SUPPLIES	16,037	13,100	15,100	2.000	
SMALL TOOLS AND EQUIPMENT	407	1,000	1,000		
CLOTHING SUPPLIES	•	100	100		
GAS, OIL & LUBRICANTS	5,407	3,050	3.500	450	
TRAINING SUPPLIES	•	750	750	•	
PROTECTIVE CLOTHING	823	400	400	•	
BOOKS & PUBLICATIONS	445	700	700	ı	
DUES & SUBSCRIPTIONS	•	850	850	•	
MATERIAL & SUPPLIES	45,824	38,730	41,680	2,950	
DEPARTMENT TOTAL	1,916,496	2,065,751	2,182,669	116,918	

E/ EXPLANATION			306,988 Additional L/S crew and merit increases.		35		00	64	135	06	(02	42	•	(503,000) Transferred to scrubber media to track expenses.		9,000 Infor workorder system and maint: training.	(00		(00)	. ,	500		36)	00 Upgrades to software and licensing fees.		•	(00)	•	00	1	75	25	00	•	00		00 Enrollment costs for training seminars.	
INCREASE/	DECREASE		306,9		12,835		1,500	25,964	<del>-</del>	132,190	(148,870)	330,742		(503,0		Ö 6	(9,400)		(295,000)		ũ		(245,236)	15,000	•		(110,000)		10,000		10,875	3,625	10,000		3,500		19,800	(1,080,336)
2014 PROPOSED	BUDGET		3,616,865	3,200	243,500	18,090	85,435	289,663	3,495	320,760	758,880	5,339,888	1,000	297,325	129,000	23,750	49,100	88,500	1,359,703	28,000	8,000	18,280	1,355,764	51,050	40,000	175,000	240,000	300,000	50,000	120,000	142,700	58,000	95,000	1,000	8,700	11,500	83,000	4,734,372
2013 ORIGINAL	BUDGET		3,309,877	3,200	230,665	18,090	83,935	263,699	3,360	188,570	907,750	5,009,146	1,000	800,325	129,000	14,750	58,500	88,500	1,654,703	28,000	7,500	18,280	1,601,000	36,050	40,000	175,000	350,000	300,000	40,000	120,000	131,825	54,375	85,000	1,000	5,200	11,500	63,200	5,814,708
2012 LAST YEARS	ACTUAL		3,126,741	3,203	191,959	14,001	55,181	246,037	3,856	168,421	703,105	4,512,504	1	260,091	87,876	4,837	73,969	85,625	1,171,841	22,173	3,357	14,786	1,217,683	12,676	26,473	89,748	199,330	348,403	35,650	81,198	93,912	44,555	69,166	•	18,917	10,860	26,598	3,999,724
ACCOUNT	DESCRIPTION	UTILITY OPERATIONS	REGULAR SALARIES	SHIFT DIFFERENTIAL	OVERTIME-MISCELLANEOUS	OVERTIME-PROGRAMMED	STANDBY	SOCIAL SECURITY	ECUA PENSION	STATE PENSION	LIFE & HEALTH INSURANCE	PERSONAL SERVICES	ENGINEERING SERVICES	OTHER CONTRACTUAL SERVICE	GROUNDS MAINTENANCE	TRAVEL AND PER DIEM	RENTAL AND LEASES	LIGHTNING DAMAGE	UTILITIES - ELECTRICITY	UTILITIES - WATER	UTILITIES - GAS	REP & MAINT - SAFETY EQUIPMENT	REP & MAINT - OTHER	REP & MAINT - SOFTWARE	REP & MAINT - ODOR CONTROL	<b>REP &amp; MAINT - BAYOU MARCUS</b>	REP & MAINT - CENTRAL WWTP	REP & MAINT - DRYER	REP & MAINT - PCB	REP & MAINT - REG LIFT STATIONS	REP & MAINT - EQUIP &VEHICLES	REP & MAINT - BUILDINGS	REP & MAINT - GENERATORS	CLASSIFIED ADVERTISING	OTHER CURRENT CHARGES	DUMPSTERS	PROFESSIONAL DEV	SUPPORT SERVICES

EXPLANATION	OF CHANGE																Odor control for Regional Lift station aging	Finds transferred from Other cont continue								
INCREASE/	DECREASE		(200)	•	•	5 000	(250,000)	(222)	•	15.000		•	,	•	,	(155 633)			,	ı	8.000	5.000	(2,150)	1,250	(109,033)	(858,627)
2014 PROPOSED	BUDGET		3,000	1,500	21,700	35,000	200,000		28,000	205,200	3,800	125,200	10,850	25 550	1 000	94,367	265,000	1	63.000	1.000	81,950	20,000	2,540	2,725	1,191,382	11,265,642
2014 PROPOSED	BUDGET		3,500	1,500	21,700	30,000	450,000		28,000	190,200	3.800	125,200	10,850	25,550	1,000	250,000		1	63,000	1,000	73,950	15,000	4,690	1,475	1,300,415	12,124,269
2012 LAST YEARS	ACTUAL		1,913	303	17,119	42,018	43,136	47,827	24,940	248,930	2,201	140,302	3,072	34,248		21,573		198,300	78,345		90,392	22,518	1,589	1,117	1,019,843	9,532,071
ACCOUNT	DESCRIPTION	UTILITY OPERATIONS	POSTAGE	PRINTING & BINDING	OFFICE SUPPLIES	CHEMICALS SUPPLIES	CHEMICALS - ALKA - QUIT	CHEMICAL - MAGNESIUM HYDROX	CLOTHING SUPPLIES	GAS, OIL & LUBRICANTS	MINOR SOFTWARE	OPERATING SUPPLIES	PAINT & SUPPLIES	PROTECTIVE CLOTHING		ODOR CONTROL CHEM GENERAL	SCRUBBER MEDIA	PURAFIL MEDIA	PIPES, FITTINGS &HYDRANTS	LANDSCAPING SUPPLIES	SMALL TOOLS AND EQUIPMENT	GENERATOR FUEL	BOOKS & PUBLICATIONS	DUES & SUBSCRIPTIONS	MATERIALS & SUPPLIES	DEPARTMENT TOTAL
		Ē	Ğ	P. P.	OF.	풍	풍	ij	CLC	GAS	Z	OPE	PAII	원 2(		ğ	SCF	PUF	HIP	LAN	SMA	GE	800	DOE	MA	

EXPLANATION OF CHANGE												Additional testing required by FDEP.	EPA mandated testing.	•																					
INCREASE/ Decrease		100,433	•	(1,318)	20,012	•	10,162	90,825	(66,250)	153,864	1	10,000	40,000 E	(2,000)	(2,000)	40,000	(200)	(1,320)	1	•	(250,000)	(24,000)	2,121	•	•	(2,000)	13,442	152	(1,660)	•	1,250	(2,000)	(000)	1,300	(194,215)
2014 PROPOSED BUDGET		2,573,396	17,000	29,240	203,100	13,500	207,863	233,563	570,584	3,848,246	22,000	35,000	20,000	5,000	20,500	40,000	2,500	16,050	1,200	33,569	2,035,000	15,000	25,621	220	10,000	20,000	152,500	32,250	50,880	1,300	27,000	3,000	15,700	14,550	2,629,170
2013 ORIGINAL BUDGET		2,472,963	17,000	30,558	183,088	13,500	197,701	142,738	636,834	3,694,382	22,000	25,000	10,000	12,000	25,500	1	3,000	17,370	1,200	33,569	2,285,000	39,000	23,500	220	10,000	25,000	139,058	32,098	52,540	1,300	25,750	5,000	21,700	13,250	2,823,385
2012 LAST YEARS ACTUAL		2,414,903	15,936	18,203	178,687	9,496	192,283	131,459	543,122	3,504,089	16,661	14,206	1	2,087	27,215	•	248	6,868	714	37,000	1,801,864	7,925	16,333	•	7,963	5,151	150,310	20,065	54,641	419	25,039	2,380	12,179	8,685	2,217,953
ACCOUNT	WATER PRODUCTION	REGULAR SALARIES	SHIFT DIFFERENTIAL	OVERTIME-MISCELLANEOUS	OVERTIME-PROGRAMMED	STANDBY	SOCIAL SECURITY	STATE PENSION	LIFE & HEALTH INSURANCE	PERSONAL SERVICES	ENGINEERING SERVICES	PROFESSIONAL SERVICES	U.C.M.R. RULE	STAGE I-DIS BYPRODUCT RULE	OTHER CONTRACTUAL SERVICE	TEMPORARY SERVICES	<ul> <li>RADIONUCLIDES INVESTIGAT</li> </ul>	TRAVEL AND PER DIEM	WIRELESS WORKORDER SYSTEM	ELECTRICITY-WTR PENS BCH	UTILITIES-ELECTRICITY	UTILITIES-GAS	RENTAL AND LEASES	R&M - SAFETY EQUIPMENT	R&M GENERATORS	REP & MAINT - BUILDINGS	REP & MAINT - OTHER	REP & MAINT - SOFTWARE	REP&MAINT-EQUIP &VEHICLES	CLASSIFIED ADVERTISING	DUMPSTERS	OTHER CUR CGS PCB	OTHER CURRENT CHARGES	PROFESSIONAL DEV	SUPPORT SERVICES

CONTINUED		;	;	
ACCOUNT	2012 LAST YEARS	2013 ORIGINAL	2014 PROPOSED	INCREASE/
DESCRIPTION WATER PRODUCTION	ACTUAL	BUDGET	BUDGET	DECREASE
POSTAGE	812	1,480	980	(200)
PRINTING & BINDING	425	2,250	1,350	(006)
OFFICE SUPPLIES	11,345	13,700	12,700	(1,000)
CHEMICAL - CHLORINE	47,196	58,000	58,000	
CHEMICAL - LIME	304,384	350,000	350,000	1
CHEMICAL-GRAN ACT CARBON	112,139	190,000	130,000	(000'09)
CHEMICAL-NITROGEN	594	2,100	2,000	(100)
CHEMICAL-ORTHOPHOSPHATE	83,038	280,000	150,000	(130,000)
CHEMICAL-POLYPHOSPHATE	1,461	2,500	1,800	(200)
CHEMICALS SUPPLIES	44,459	49,000	50,500	1,500
CLOTHING SUPPLIES	6,784	11,250	7,950	(3,300)
FLUORIDE CHEMICALS/SUPPLIES	73,612	135,000	100,000	(35,000)
GAS, OIL & LUBRICANTS	106,014	100,145	97,450	(2,695)
GENERATOR FUEL	3,948	18,000	8,000	(10,000)
MINOR SOFTWARE	3,341	3,950	2,950	(1,000)
OPERATING SUPPLIES	99,434	128,100	120,600	(7,500)
TRAINING SUPPLIES	1	750	400	(320)
PROTECTIVE CLOTHING	14,859	16,175	20,675	4,500
SMALL TOOLS AND EQUIPMENT	22,384	23,500	23,750	250
WATER PURCHASES-PENS BCH	•	400,000	400,000	•
ECUA T-SHIRT UNIFORMS	3,503	•	•	•
ROAD MATERIALS & SUPPLIES	·	1,000	1,000	1
BOOKS & PUBLICATIONS	1,196	2,075	2,075	ı
<b>DUES &amp; SUBSCRIPTIONS</b>	3,161	6,900	5,900	(1,000)
MATERIALS & SUPPLIES	944,089	1,795,875	1,548,080	(247,795)
DEPARTMENT TOTAL	6,666,131	8,313,642	8,025,496	(288,146)

																(25,000) Dryer downtime has decreased.									(25,000) Clean-up complete.					125,000 Mandated IP wetlands/pipeline enviro monitoring.			
INCREASE!	DECREASE		102,960	(4,000)	2,000	4,000	7,911	305	95,729	(64,688)	149,217	(8,000)	1	•	(2,000)	(25,000)	1	(320)	ı	ı	(290,000)	(20,000)	•	1,000	(25,000)	1	(45,000)	(28,500)	Ī	125,000	1	(1,000)	(6,000)
2014 PPOPOSED	BUDGET		2,537,084	45,000	46,000	399,000	211,730	7,944	243,934	675,705	4,166,397	85,000	40,000	5,500	147,000	175,000	1	5,850	7,000	723,000	2,730,000	700,000	5,000	14,000	1	1,000	79,000	35,500	20,000	205,000	2,000	19,750	52,000
2013 ODIGINAL	BUDGET		2,434,124	49,000	39,000	395,000	203,819	7,639	148,205	740,393	4,017,180	93,000	40,000	5,500	152,000	200,000	1	6,200	7,000	723,000	3,020,000	720,000	5,000	13,000	25,000	1,000	124,000	64,000	20,000	80,000	2,000	20,750	58,000
2012 I AST VEADS	ACTUAL		2,324,166	41,560	24,481	338,414	200,131	9,803	130,675	599,558	3,668,788	600'26	36,249	•	45,792	420,606	65,945	3,547	7,357	649,909	2,529,358	407,205	3,605	2,823	4,810	3,935	59,657	45,283	15,107	•	1,057	23,750	52,802
FMICOCO	DESCRIPTION	WATER RECLAMATION	REGULAR SALARIES	SHIFT DIFFERENTIAL	OVERTIME-MISCELLANEOUS	OVERTIME-PROGRAMMED	SOCIAL SECURITY	ECUA PENSION	STATE PENSION	LIFE & HEALTH INSURANCE	PERSONAL SERVICES	ENGINEERING SERVICES	PROFESSIONAL SERVICES	<b>ENVIRONMENTAL MONITORING</b>	OTHER CONTRACTUAL SERVICE	SLUDGE REMOVAL	TEMPORARY SERVICES	TRAVEL AND PER DIEM	TELEPHONE	UTILITIES-ELEC LIFT STAT	UTILITIES-ELECTRICITY	UTILITIES-GAS	UTILITIES - WATER	RENTAL AND LEASES	METHANOL CLEAN-UP	REP & MAINT - BUILDINGS	REP & MAINT - OTHER	REP&MAINT-EQUIP &VEHICLES	UV MAINTENANCE	IP PIPELINE & WETLANDS	CLASSIFIED ADVERTISING	DEP FACILITY FEE	DUMPSTERS

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	EXPLANATION OF CHANGE					1			) Usage decreased.	New chemical to replace sodium hydroxide				Added carbon to maintain proper treatment												(90,000) No longer used in treatment process				
	DECREASE/		•	555	(327,295)	300	•	(5,000)	(36,500)	80,000		30,000		220 000	000'9	9,500	(18,500)	(200)	'	21.000	(1,000)	(1,000)	1,000	,	4.000	(90,000	,	1	219,300	41,222
2014	BUDGET		10,500	7,500	5,069,600	009	310.000	15,000	463,500	80,000	5,000	150,000	220,000	220,000	19,000	61,625	1,500	3,500	1,000	87,300	1,000	3,500	20,000	10,500	40,000		1,250	10,150	1,724,425	10,960,422
2013	BUDGET		10,500	6,945	5,396,895	300	310,000	20,000	500,000	1	5,000	120,000	220,000	•	13,000	52,125	20,000	4,000	1,000	66,300	2,000	4,500	19,000	10,500	36,000	90,000	1,250	10,150	1,505,125	10,919,200
2012	ACTUAL		17,705	6,903	4,500,408	632	306,514	4,542	434,468	20,950	931	69,367	223,993	•	25,722	82,203	•	460	•	70,883	208	2,190	29,003	18,691	38,670	110,334	192	9,941	1,449,894	9,619,090
	DESCRIPTION	WATER RECLAMATION	OTHER CURRENT CHARGES	PROFESSIONAL DEV	SUPPORT SERVICES	OFFICE SUPPLIES	CHEMICAL - ALUM	CHEMICAL - METHANOL	CHEMICAL - POLYMER	CHEMICAL-MAGNESIUM HYDROX	CHEMICAL-NITROGEN	CHEMICAL-SODIUM BISULFITE	SALT	SUPPLEMENTAL CARBON	CHEMICALS SUPPLIES	GAS, OIL & LUBRICANTS	GENERATOR FUEL	MINOR SOFTWARE	MONITORING GASES	OPERATING SUPPLIES	PAINT & SUPPLIES	PIPES, FITTINGS &HYDRANTS	PROTECTIVE CLOTHING	SMALL TOOLS AND EQUIPMENT	SODIUM HYPOCHLORITE	SODIUM HYDROXIDE	BOOKS & PUBLICATIONS	DUES & SUBSCRIPTIONS	MATERIALS & SUPPLIES	DEPARTMENT TOTAL

	2012 LAST YEARS	2013 ORIGINAL	2014 PROPOSED	INCREASE/	EXPLANATION
	ACTUAL	BUDGET	BUDGET	DECREASE	OF CHANGE
COMMUNICATIONS & GOVERNMENT	NT AFFAIRS				
	214,404	214,405	64,396	(150,009)	(150,009) Reduced number of employees
	15,170	15,088	4,216	(10,872)	
	11,968	12,211	4,475	(7,736)	
	41,397	47,928	17,699	(30,229)	
	282,939	289,632	90,786	(198,846)	
	7,710	35,000	25,000	(10,000)	
	5,447	4,100	750	(3,350)	
WIRELESS WORKORDER SYSTEM	749	720	720		
	135	•	•	•	
	2,043	3,800	1,000	(2,800)	
	16,084	43,620	27,470	(16,150)	
	16,545	22,500	22,500	1	
	40,172	53,000	40,000	(13,000)	
	•	3,000	200	(2,500)	
	28,753	000'09	000'09	•	
	1,167	1,300	800	(200)	
	80	1,000	1	(1,000)	
	270	800	800	ı	
	752	300	300	1	
	သ	Ī	•	1	
	•	250	1	(220)	
	806	1,750	200	(1,250)	
	88,580	143,900	125,400	(18,500)	
	387,603	477,152	243,656	(233,496)	الم

	2012	2013	2014		
ACCOUNT	LAST YEARS	ORIGINAL	PROPOSED	INCREASE/	EXPLANATION
DESCRIPTION	ACTUAL	BUDGET	BUDGET	DECREASE	OF CHANGE
WASTEWATER INFRASTRUCTURE					
REGULAR SALARIES	1	•	450,353	450,353	This department was established to address
OVERTIME-MISCELLANEOUS	•	•	3,200	3,200	the timline required by the SSO Consent
SOCIAL SECURITY	1	•	33,932	33,932	Order and will be funded with CIP funds.
STATE PENSION	•	•	40,993	40,993	
LIFE & HEALTH INSURANCE	-	1	88,355	88,355	
PERSONAL SERVICES	•	ı	616,833	616,833	
TRAVEL AND PER DIEM	,	1	3,000	3,000	
REP&MAINT-EQUIP &VEHICLES	•	,	5,950	5,950	
PROFESSIONAL DEV	•	1	3,000	3,000	
OTHER CURRENT CHARGES	•	•	700	700	
SUPPORT SERVICES	1	-	12,650	12,650	
POSTAGE	•	1	100	100	
PRINTING & BINDING	•	1	100	100	
GAS, OIL & LUBRICANTS	•	I	1,000	1,000	
OFFICE SUPPLIES	•	1	6,200	6,200	
OPERATING SUPPLIES	•	•	30,400	30,400	
MINOR SOFTWARE	,	•	1,000	1,000	
SMALL TOOLS AND EQUIPMENT	1	•	300	300	
BOOKS & PUBLICATIONS	1	1	200	200	
DUES & SUBSCRIPTIONS	•	-	1,800	1,800	
MATERIALS & SUPPLIES	•	-	41,400	41,400	
CAPITAL OUTLAY			506,000	506,000	
DEPARTMENT TOTAL	1	1	1,176,883	1,176,883	

# WATER & WASTEWATER SYSTEMS

## CAPITAL IMPROVEMENTS

**FY 2014** 

## EMERALD COAST UTILITIES AUTHORITY WATER AND WASTEWATER SYSTEM FY 2014

PROPOSED CIP PROJECTS

Funds (000)

Project		_
Number	Project Description	Total
RS624	Inflow & Infiltration	6,000
CS317	Sewer Expansion and Septic Tank Abatement Program	2,000
CS	CWRF Transmission Main Interruption Plan (TMIRP)	3,000
CR408O	I-10 (Davis to Scenic) Utility Relocation	500
CR734F	Materials and Supplies Utility Relocations	100
CR014	Pinestead/Longleaf Utility Relocation	200
CR302	Olive Road ( Davis to 9th) Utility Relocation	100
CR	Pensacola Bay Bridge Utility Relocation	25
CR	Burgess/Creighton Utility Relocation	25
CR209	Nine Mile Road Utility Relocation	25
RW906	Replace Antiquated Water Lines	500
RW717	Elevated Tank Maintenance Program	1,500
RS	Air Release Valve Replacement & Repair	200
RS121	Lift Station Replacement and Upgrades	2,000
RA306	•	2,000 1,508
RS849B	Vehicle R & R Program-Ellyson Lift Stations Codes and Standards Upgrade	300
RS728F	Annual Lift Station Mechanical Needs	
RW031		250
RW507Q	Water Treatment Facility Replacement-Broad Water Service Renewal	1,200
CA802C		500
	Network Infrastructure Upgrade	67
RW	Downtown Water Grid Isolation Improvement	500
RS008S	Pump Repair & Replacement	400
RS BC040	Warrington Pump-out Receiving	165
RS949	Quietwater Sewer Rehabilitation	200
CW CS	Plantation Drive Water Main Upgrade	200
CS	CWRF Headworks Odor Control	500
	CWRF Tetriary Filter	350
RS CS	Bayou Marcus Generator Improvements	150
CS	Generators Maintenance and Odor Control Building	1,700
CS	Pensacola Beach Reclaimed Water System	1,500
CS	Reclaimed WM Ext. Gulf Power-UWF	300
RW920	Ongoing Water Line Cleaning Program	500
RS511	Pensacola Beach PM Painting and Tank Rehabilitation	250
RS332	Bayou Marcus Boardwalk Maintenance	250
CS	Moreno St. Lift Station Screening	1,200
CS514A	Generators	400
CS	CWRF Canopies	200
CA309	INFOR Handheld Devices	100
CS	Odor Control Scrubbers	300
RW038	Water Treatment Facility Replacement - OLF 4A	1,200
	TOTAL WATER AND WASTEWATER PROJECTS	30,365



PROJECT NO: RS624

**Program: Wastewater Collection** 

Project Title: Inflow & Inflitration (I&I)

Reduction

#### Capital Improvements Program

Fiscal Years 2014 - 2018

Date:	3/04/13						
ESTIMATE PROJECT CO		MAP					•
TOTAL	29564	6000	7000	8000	10000	10000	70 <b>564</b>
RENEWAL & REPLACEMENT	29564	8000	7000	8000	10000	10000	70584
CIP OPERATING							
FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL

PROJECT CO	313
Date:	3/04/13
ENV. ASSESS	
ENGINEERING	4000000
SURVEY	
INSPECTION	2000000
TESTING	
CONSTRUCTION	64564000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$70,564,000

#### SYSTEM WIDE

#### DESCRIPTION:

Infiltration and inflow (I & I) are contributing factors to sanitary sewer overflows (SSOs). ECUA is currently under a 2012 consent order requiring comprehensive evaluation of the ECUA sewer system and subsequent repair and rehabilitation aimed at reducing SSOs. ECUA's Capital improvement Program (CIP) has included a project for I & I reduction for several years and continues to use this project as the vehicle to address sewer rehabilitation. This will be a multi-phase, multi-year project to identify, quantify, prioritize, and correct the sources of I & I in the collection system. Work will include the installation of temporary and permanent flow monitors, repair and replacement of the existing sewer lines using various methods, development and calibration of a hydraulic computer model to assist in the prioritization of work to maximize the effectiveness of available funds, and identifying future CIP projects. This project will be utilized to ensure compliance with the requirements of the DEP SSO consent order.

## EUA

#### **PROJECT DATA SHEET**

PROJECT NO: CS317

Program: Wastawater Collection

Project Title: Sewer Expansion & Septic Tank

Abatement Program

#### Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP						·	
OPERATING	3277	2000	3000	3000	3000	3000	17277
RENEWAL &							
REPLACEMENT							
TOTAL	3277	2000	30 <b>00</b>	3000	3000	3000	17277
ESTIMATED PROJECT COSTS		MAP			<u></u>		
Date:	2/01/13						
ENV. ASSESS							
ENGINEERING	100000						
SURVEY							
INSPECTION							
TESTING			VAR	IOUS LOC	CATIONS		
CONSTRUCTION	1627700						
EQUIPMENT							
MATERIAL							
FURNISHING							1
LAND		ļ					ļ
MISCELLANEOUS							İ
INDIRECT							
TOTAL	\$1,727,700						

#### DESCRIPTION:

ECUA's Sewer Expansion Program is focused primarily on eliminating existing septic tanks which may be negatively impacting local surface waters (creeks, bayous, etc.) causing public health concerns, or impacting potable water sources. ECUA's SepticTank Abatement Program is aimed at preventing the proliteration of new septic tanks especially in the southern portion of Escambia County. New development south of Well Line Road is required to connect to the ECUA sewer system subject to certain financial limitations. The project is intended to provide funding to address the needs of these two programs. Many neighbrhoods currently serviced by septic tanks have been identified and will be considered for sewer expansions as funds become available.



#### Capital Improvements Program

Fiscal Years 2014 - 2018 PROJECT NO: CS

**Program: Wastewater Collection** 

Project Title: CWRF Transmission Main

Interruption Plan (TMIRP)

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING		3000	3000		<u></u>		6000
RENEWAL &		1					
REPLACEMENT						-	
TOTAL		3000	3000				6006
ESTIMATES PROJECT CO		MAP	1	C.W.R.F.	JE MAN		
Date:	2/04/13	1	<i>(</i>	merit.	38		
ENV. ASSESS		4 5	\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\$	المراج م	<b>(</b>	
ENGINEERING	300000			보 / 》		· 7	
SURVEY		$\mathbb{I}$		MINE HELE TO	<b>}_</b> */^`(		
INSPECTION		-	`` <b>.</b>	K E 3	·		7
TESTING			A MAGA	بر ال	1-10	₹ <b>1</b> `1	(
CONSTRUCTION	470000	ויג ווי		~ E {	Jan Street	> 1	\
EQUIPMENT	250000	<b>-1!</b> ₹(		[ ₹	NATH X	\ <b>\ =</b> /	)
MATERIAL	750000	41	A Z.	MONTEL NIP II S	I WALL	1/3/	
FURNISHING LAND	<del></del>	-{	(SYSTE	MONTCLAIR LS	ाम 🖳 📉	t) ( § (	$\checkmark$
MISCELLANEOUS		1	( Sec. )	المراجب (مـــ (	2-11/11		/
INDIRECT		<u> </u>	مرسم محمر	WARRINGTON LS	x 1.00	ERNMENT LS	
TOTAL	\$6,000,000	11.	—+~_	+(STORAGE) 🕌	AND (M	HN SI.Y	

#### DESCRIPTION:

This project will establish a response plan and strategy to mitigate a Sanitary Sewer Overflow (SSO) or other accidental sewage release in the event of a failure of the CWRF Transmission Main. The project entails establishing storage and alternate pumping capabilities within the wastewater collection system to allow the diversion of raw sewage away from the affected portion of the CWRF Transmission Main, for a period of time to allow repair(s). The project details would include: engineering; construction of storage; piping and pumping components; acquisition of necessary materials (piping, pipe repair, etc.); and emergency service contract(s) to conduct or assist in the repairs.

#### **PROJECT DATA SHEET**

PROJECT NO: CR4080

Program: Utility Relocations

Project Title: I-10 (Davis to Scenic) U. R.

#### Capital Improvements Program

Flocal Years 2014 - 2018

FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2016	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING	25	500					52 <b>5</b>
RENEWAL &							
TOTAL	25	500					525
PROJECT COS	5TS	MAP .	1715	JOHNSON A	VE 1		到
Date: ENV. ASSESS ENGINEERING	50000	A E	₹	- H	捐削		En J
SURVEY INSPECTION				FY m			6 1 2 3
TESTING CONSTRUCTION EQUIPMENT	475000			MINITE!	RSTATE 10=		CONTRACT OF THE PARTY OF THE PA
MATERIAL FURNISHING							ACK.
LAND MISCELLANEOUS				CREIGHT	ON RD.		K J X

#### DESCRIPTION:

TOTAL

\$525,000

INDIRECT

FDOT will begin construction on the six-laning of I-10 from Davis Highway to Scenic Highway in the Fall of 2013. The DOT project also includes the replacement of the Scenic Highway bridge overpass. ECUA will be required to relocate utilities along Scenic Highway as well as replace the 8" water main crossing of I-10 at Scenic Hwy. The project may or may not qualify for 80% level reimbursement from the FDOT/FHWA for utility relocation expenses. ECUA is required to fund the project and FDOT would reimburse after construction.

## ÉCUA

#### **PROJECT DATA SHEET**

PROJECT NO: CR734F

Program: Utility Relocations

Project Title: Material and Supplies Utility

Relocations

#### Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2016	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING	37	100	100	100	100	100	537
RENEWAL &							
TOTAL	37	100	100	100	100	100	537
ESTIMA PROJECT		MAP					
Date:	1/17/13						
ENV. ASSESS							

# PROJECT COSTS Date: 1/17/13 ENV. ASSESS ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION 537000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS INDIRECT TOTAL \$537,000

#### **VARIOUS LOCATIONS**

#### DESCRIPTION:

From time to time, ECUA has the need to supply materials in small to medium quantities to roadway/utility contractors on small utility relocation projects. This arrangement provides ECUA with a mechanism to work directly with FDOT contractors to perform quick adjustments and installations to our system avoiding delays to the road project while minimizing the costs to ECUA. This project allows for funding of such materials and supplies.

#### **PROJECT DATA SHEET**

PRC

PROJECT NO: CR014

Program: Utility Relocations

Project Title: Pinestead/Longles/ Utility

Relocation

#### Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP			4000	1000	1000	1000	4225
OPERATING	25	200	1000	1000	1000	1000	
RENEWAL & REPLACEMENT							
TOTAL	25	200	1000	1000	1000	1000	4225
ESTIMATED PROJECT COS		MAP			- TITLE TAT	- 6/-HIL	<u> </u>
Date:	1/17/13		, 1 —	┯┼╌┼╌╾	MIECEIA	L 10x	<del>\</del>
ENV. ASSESS ENGINEERING SURVEY	225000		27/		<u> </u>		
INSPECTION TESTING				<b>□</b> ┤' _	77	AND THE PARTY OF T	<del>,</del>
CONSTRUCTION EQUIPMENT	4000000				1100	E	7
MATERIAL FURNISHING		-	LONGLEW DR		•	1/6	(
LAND MISCELLANEOUS INDIRECT				-71.1-		14	-
TOTAL	\$4,225,000	11					

#### DESCRIPTION:

Escambia County is planning to connect four-lane Longleaf Drive, and Pinestead Road in order to create a four-lane road that connects Pine Forest to Hwy. 29. ECUA must install new gravity sewer, a lift station and install dual water mains along corridor. Design may begin in 2014, and may start construction in 2015.

TOTAL

#### **PROJECT DATA SHEET**

PROJECT NO: CR302

Program: Utility Relocations

Project Title: Olive Rd. ( Davis to 9th) U. R.

### Capital Improvements Program Fiscal Years 2014 - 2018

100

FISCAL FISCAL. FISCAL FISCAL FISCAL. PROJECT YEAR YEAR YEAR YEAR PRIOR YEAR 2016 2017 2018 TOTAL 2015 YEARS 2014 FUNDS (000) CIP 1050 100 950 OPERATING RENEWAL & REPLACEMENT

950

10125		
ESTIMATED PROJECT COST	8	E JOHNSON AVE.
Date: 1	/31/13	
ENV. ASSESS		
ENGINEERING	50000	
SURVEY		
INSPECTION		
TESTING		OLIVE RD.
CONSTRUCTION	1000000	7/
EQUIPMENT _		
MATERIAL		
FURNISHING _		
LAND _		
MISCELLANEOUS		
INDIRECT		INTERSTATE 10
TOTAL	\$1,050,000	

#### DESCRIPTION:

The County is preparing plans for the three-laning of Olive Road from Davis Highway to Ninth Avenue. Construction is anticipated to begin in Spring of 2014. ECUA will be required to relocate virtually all of the water main and services in this project area. ECUA is anticipating sharing the relocations costs on a 50/50 level with Escambla County. ECUA will also be required to relocate some sanitary sewer and perhaps will choose to add small segments of gravity sewer dependent on future analysis.

1050

#### **PROJECT DATA SHEET**

#### Capital Improvements Program

Fiscal Years 2014 - 2018

PROJECT NO: CR

**Program: Utility Relocation** 

Project Title: Pensacola Bay Bridge Utility

Relocation

FUND <b>S (000)</b>	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP						1	
OPERATING		25		775			800
RENEWAL &						1	
REPLACEMENT							
	]			1			
TOTAL		25		775		<u> </u>	800
ESTIMATED PROJECT CO		MAP			/	1	
Date:	1/31/13		HILL THE WAY	中的一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个		1	
ENV. ASSESS						County The County	
ENGINEERING	25000		THE STATE OF	散 A	_	COL COM.	
SURVEY		"###			MAI	(SA)	
INSPECTION			JAM	ų.	45/18	<del>2</del> ~	
TESTING			(A - DD	A AILE	SAM		
CONSTRUCTION	775000			• 💉			
EQUIPMENT			PENSACOL	A PARTIE			
MATERIAL		<b>  </b>					
FURNISHING				DAY		ſ	-1E
LAND				BAY		GULF BRE	Ph-
MISCELLANEOUS	******	.′		(D)		CULE	
INDIRECT		(		<i>II)</i> ((, '	<b>⇒</b> `.	_	

#### DESCRIPTION:

TOTAL

\$800,000

The FDOT is preparing for the 6-lane replacement of the 3-mile bridge over Pensacola Bay. ECUA is required to relocate its facilities at its own costs to accommodate new roadway construction. Construction is anticipated to begin as soon as 2 years. The ECUA water line serving Pensacola Beach is located in this corridor. The line is buried under the floor of Pensacola Bay west of the proposed alignment; however relocation work will be required at both the Escambla County approach as well as the Santa Rosa County approach, with estimated costs of \$800,000. for engineering and construction.

#### **PROJECT DATA SHEET**

PROJECT NO: CR

Program: Utility Relocation
Project Title: Burgess/Creighton Utility

Relocation

#### Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING		25				2000	2025
RENEWAL & REPLACEMENT							
TOTAL		25				2000	2025
ESTIMATED PROJECT CO	STS		1111	[14]	· · · · · · · · · · · · · · · · · · ·		′
Date: ENV. ASSESS ENGINEERING SURVEY INSPECTION	25000			INTERST	1// \	NH N	Z SHITIN PIN
TESTING CONSTRUCTION EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS INDIRECT	2000000			BURGE		ANTERSTATE TITO	GHTON RDI
TOTAL	\$2,025,000		. イン				_ \

#### DESCRIPTION:

The FDOT is preparing plans for the 4 lane construction and connection of Burgess Road and Creighton Road from Hwy 28 to Davis Highway. As of January 2013, construction of the project is not in the FDOT 5 year work plan. Initial funds will be used for planning and preliminary engineering. ECUA will monitor the FDOT progress and funding of this project and will update ECUA CIP funding need accordingly.

#### **PROJECT DATA SHEET**

PROJECT NO: CR209

Program: Utility Relocations

Project Title: Nine Mile Road Utility Relocation

#### Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2018	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL			
CIP					1					
OPERATING		25	300	2000	2000		4325			
RENEWAL &			[							
REPLACEMENT										
TOTAL		25	300	2000	2000		4326			
ESTIMATED		MAP		, , , , , , , , , , , , , , , , , , ,	4 4 4					
PROJECT COS										
	1/13/13	T			1 1	المال				
ENV. ASSESS			<u>_</u>	Nine Mile Road			<del>  </del>			
ENGINEERING	325000	-	-/	and Utility Relo	cation		17.			
SURVEY	<del></del>									
INSPECTION		*	~! " " <del>                                  </del>				<i>, , ,</i>			
TESTING				- 14		النسان	\ <b>1</b>			
CONSTRUCTION	4000000	-			-					
EQUIPMENT		}		<u></u>			J. [			
MATERIAL		] ]		الملا		my. 29	li <i>I</i>			
FURNISHING		]]		I IE		<del>س: دع اس</del>	<b>M</b> /L			
LAND		]]	<b>7</b>			<b>≠=</b> H	<del>-}</del> )/			
MISCELLANEOUS		H	Les Con	e Forest Road	1 🔟	7 11	<b>T</b> ZZ ;			
INDIRECT		11		A 1 OLDER LIVERY	7 1		1 1 2 2			

#### DESCRIPTION:

TOTAL

\$4,325,000

FDOT plans to widen Nine Mile Road from US 29 to Pine Forest Road. ECUA will be required to relocate all water and sewer facilities in the project area and will evaluate expansion of the sewage collection system along the corrider. ECUA plans to install water and gravity sewer on both sides of Nine Mile Road from Pine Forest to U.S. 29, approximately 2.5 miles in length. FDOT is 4 laning the existing 2 lane road. As of January 2013, construction funds are not in FDOT's 5 year work plan, however, it is likely that FDOT could identify the necessary construction funds and construction could start within 2 to 3 years. ECUA is required to relocate its facilities at its own cost to accommodate new roadway construction. Initial funds will be used for planning and preliminary engineering.



PROJECT NO: RW906

Program: Water Distribution

Project Title: Replace Antiquated Water Lines

#### Capital Improvements Program

Fiscal Years 2014 - 2018

		2014-20	10				
FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2016	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING							
Renewal & Replacement	2692	500	1000	1000	1000	1000	7192
TOTAL	2692	500	1000	1000	1000	1000	7192
ESTIMATE PROJECT CO		MAP					
Dete:	1/31/08						
ENV. ASSESS							
ENGINEERING	500000						
SURVEY							
INSPECTION							
TESTING				SYSTE	M WIDE		

#### DESCRIPTION:

TOTAL

MISCELLANEOUS INDIRECT

CONSTRUCTION

EQUIPMENT MATERIAL FURNISHING LAND 6692000

\$7,192,000

ECUA's water system contains numerous areas where water lines were installed many years ago. Many of the lines were installed utilizing small (2" or 4") diameter galvanized from pipe material. Over many years trace minerals have accumulated on the pipe walls reducing capacity and pressure and sometimes causing water quality issues. This program provides for replacement and upgrade of antiquated lines as problem areas are identified, subject to availability of funds.

PROJECT NO: RW717

Program: Water Production

Project Title: Elevated Tank Maintenance

Program

#### Capital Improvements Program Fiscal Years

2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL &							
REPLACEMENT	1809	1500	500	500	500	500	530 <del>9</del>
TOTAL	1809	1500	500	500	500	500	5309
ESTIMATED		MAP					
PROJECT COS	ITS	]]					
Date:	1/31/13	[]					
ENV. ASSESS							
ENGINEERING	300000	11					
SURVEY		<b>[</b> ]					
INSPECTION		]]					
TESTING		<u> </u>	VAF	RIOUS LO	CATIONS		
CONSTRUCTION	5009000	][	*.	t was			
EQUIPMENT		]]					
MATERIAL		11					
FURNISHING		11					
LAND							
MISCELLANEOUS		41					
INDIRECT		1					
TOTAL	\$5,309,000	11					

#### DESCRIPTION:

The ECUA water system has 7 elevated and 5 ground storage tanks. An annual maintenance program of inspection, cleaning, coating touchup and routine maintenance insures structural safety and prevents premature failure of internal and external coatings.



PROJECT NO: RS

Program: Wastewater Collection

Project Title: Air Release Valve Replacement

& Repeir

#### Capital Improvements Program

Flecal Years 2014 - 2018

		2014 - 2	UTO				
	PRIOR	FISCAL YEAR	FISCAL YEAR 2016	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
FUNDS (000)	YEARS	2014					
CIP			ļ.				
OPERATING.							800
RENEWAL &		200	200	200	100	100	- 600
REPLACEMENT							800
	1	200	200	200	100	100	300
TOTAL							
ESTIMATE		MAP					
PROJECT C		{}					
Dates	1/25/13						
ENV. ASSESS							
ENGINEERING							

VARIOUS LOCATIONS

#### EQUIPMENT MATERIAL FURNISHING

800000

\$800,000

#### DESCRIPTION:

TOTAL

MISCELLANEOUS INDIRECT

SURVEY

LAND

INSPECTION TESTING

CONSTRUCTION

Air release valves installed on force mains contribute to the efficient operation of ECUA's lift stations. There are approximately 463 Air Release Valves in the collection system. A significant portion of these valves need to be replaced and relocated to maximize their long term operational efficiency. Many valves are rusted and do not operate and are under water. There are some valves located in roadways. Many of them need to be retro-fitted with air scrubbers designed to eliminate odors. The ARV's are essential to minimize gas build-up in the underground pipes and to maximize flow characteristics of the infrastructure.



PROJECT NO: R\$121

Program: Wastawater Collection

Project Title: Lift Station Replacement and

Upgrade

#### Capital Improvements Program Fiscal Years

2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL &							
REPLACEMENT	10794	2000	5000	5000	5000	5000	32794
TOTAL	10794	2000	5000	5000	5000	5000	32794
ESTIMATED PROJECT COSTS		MAP					
	2/01/12						
ENV. ASSESS		]}					
ENGINEERING	2000000						
SURVEY							
INSPECTION		H					
TESTING			VAR	RIOUS LOC	CATIONS		
CONSTRUCTION	30794000						
EQUIPMENT		<u> </u>					
MATERIAL							
FURNISHING							
LAND		<b>   </b>					
MISCELLANEOUS							
INDIRECT							
TOTAL	\$32,794,000	11					<u> </u>

#### DESCRIPTION:

ECUA's sanitary sewer collection system includes 379 lift stations. Many of these lift stations are in poor condition and in need of major repair or replacement. Many of the older, un-lined, concrete wet wells have deteriorated and need to be replaced with much more corrosion resistant fiberglass wet wells. Projects may also include more efficient pumps, pump guide rails systems which facilitates safer pump removal, and/or new electrical control panels. The lift stations to be addressed includes, but is not limited to, the list below:

LS No	LS Name	Address				
13	Evergreen	8598 Winding Lane				
36	Eastshore	6103 Shore Dr.				
52	Carrolwood	1056 Stillbrook Rd.				
103	Bay Meadows	7901 Bay Meadows Dr.				
118	Oakcrest	709-A New York Drive				
220	Bayou Grande West	855 Sonora Calzada				

#### **PROJECT DATA SHEET**

PROJECT NO: RA306

Program: General Projects

Project Title: Vehicle R&R Program-Ellyson

#### Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP		l					
PERATING							
RENEWAL &	1689	1508	1508	1508	1508	1508	9229
TOTAL	1689	1508	1508	1508	1508	1508	9229

TOTAL	1689	1508	15051	1906[	10001		
		MAP					
Date:	20/01/13						
ENV. ASSESS							
ENGINEERING							
SURVEY							
INSPECTION		I I			NIA	,	
TESTING					N/A		
CONSTRUCTION		[]					
EQUIPMENT	9229000	<b>  </b>					
MATERIAL							
FURNISHING		<b>  </b>					
LAND		<b>}</b>					
MISCELLANEOUS		41					
INDIRECT		11					
TOTAL	\$9,229,000	]					

#### DESCRIPTION:

This project provides funding for the renewal and replacement of ECUA fleet vehicles and heavy equipment. An expected life span is assigned to each vehicle when it is purchased, based on the type of service it will provide. This replacement schedule was developed as a straight projection of the expected life span, using 5% increased in the cost of new vehicles each year. The condition of the equipment, number of miles and work hours, fuel consumption and more are utilized to determine the equipment to be replaced.



PROJECT NO: R\$849

FISCAL

YEAR

FISCAL

YEAR

**Program: Wastewater Collection** Project Title: Lift Station Codes and Standards

Upgrade

FISCAL

YEAR

PROJECT

# Capital Improvements Program Fiscal Years

FISCAL.

YEAR

2014 - 2018

FISCAL

YEAR

PRIOR

FUNDS (000)	YEARS	2014	2015	2016	2017	2018	TOTAL
CIP							
OPERATING							
RENEWAL &							
REPLACEMENT	1575	300	350	500	500	500	3725
TOTAL	1575	300	350	500	500	500	3725
ESTIMATE	D	MAP		-			
PROJECT CO	STS						
Date:	2/14/07						
ENV. ASSESS							
ENGINEERING							
SURVEY							
INSPECTION			_				
TESTING			VAR	lious Loc	CATIONS		
CONSTRUCTION	1960000						
EQUIPMENT	1765000	ll .					
MATERIAL							
FURNISHING							
LAND							
MISCELLANEOUS		11					
INDIRECT		][					

# DESCRIPTION:

The objective of this project is to bring all of our existing lift stations up to current building and electrical codes and safety standards. Many locations are single pump (simplex) can-style stations that are approximately 50 years old located. In manholes in the center of streets and roads. This funding will be used to provide increased safety for lift station personnel by eliminating wet well entry requirements to perform routine maintenance, by installing pump rail systems and upgrading stations to meet current federal, state and county codes. The project is intended to replace all rigid mount lift station pumps with guide rail systems and pumps and to eliminate all stations with cane, single pumps and manholes (using a standard manhole does not provide adequate room for entry or for the addition of a second pump). Current standards require removal of lift station pumps without entry into wet wells. This is a critical life-safety issue. This project's goal would be to upgrade approximately 20 lift stations per year.



PROJECT NO: R\$728F

Program: Waterwater Collection

Project Title: Annual Lift Station Mechanical

Needs

# Capital Improvements Program

Flacal Years 2014 - 2018

FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING							
RENEWAL &	977	250	300	300	300	300	2427
TOTAL	977	250	300	300	300	300	2427
ESTIMATED PROJECT COSTS  Date: 3/ ENV. ASSESS ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION EQUIPMENT	- 11	MAP	VAR	IOUS LOC	CATIONS		

# DESCRIPTION:

TOTAL

\$2,427,000

INDIRECT

The objective of this project is to provide annual funding for unanticipated mechanical needs at ECUA's 379 lift stations, to make necessary capital renovations/rehabilitation to lift stations and mechanical repairs as needed, and to replace mechanical piping, pumps, or make wet well repairs as needed to ECUA's lift stations due to unforessen conditions.



# Capital Improvements Program

Fiscal Years 2014 - 2018 PROJECT NO: RW031

Program: Water Production

**Project Title: Water Treatment Facility** 

Replacement - Broad Street

FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL &							
REPLACEMENT		1200					1206
TOTAL		1200					1200

ESTIMATEI PROJECT CO		MAP
Date:	1/31/13	DOOAD STOFF
ENV. ASSESS		BROAD STREET
ENGINEERING	70000	WELL \
SURVEY	10000	BROAD ST
INSPECTION	25000	BROAD ST
TESTING		
CONSTRUCTION	795000	TOVER DR
EQUIPMENT	300000	
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		INTERSTATE 10
TOTAL	\$1,200,000	

# DESCRIPTION:

The current water treatment facility is aging and in need of extensive repair. This project will provide replacement with an up to date facility, designed with newer technology and a standby generator. Work will include stormwater facilities, paving as well as other site work.



PROJECT NO: RW507Q

Program: Water Distribution

Project Title: Water Service Renewal

# Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2016	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL &							
REPLACEMENT	1031	500	500	500	500	500	3 <b>531</b>
					. "		-
TOTAL	1031	500	500	500	500	500	3 <b>531</b>

						000	
ESTIMATEI PROJECT CO		MAP					
Date:	2/10/98	]]					
ENV. ASSESS							
ENGINEERING							
SURVEY		][					
INSPECTION							
TESTING			VARIOUS	LOCATI	ONS		
CONSTRUCTION	3531000	}					
EQUIPMENT							
MATERIAL							
FURNISHING							
LAND							
MISCELLANEOUS							
INDIRECT							
TOTAL	\$3,531,000						
DESCRIPTION:							

### DESCRIPTION:

ECUA maintenance crews continue to repair leaking water services. The ECUA is responsible for the service from the main to the meter. The majority of these leaks are because of bad service material. The impact on our operation is cost in overtime and customer satisfaction.



FUNDS (000)

OPERATING

CIP

# **PROJECT DATA SHEET**

PROJECT NO: CA802C

FISCAL

YEAR

2017

Program: General Projects

Project Title: Network Infrastructure Upgrade

FISCAL

YEAR

2018

PROJECT

TOTAL

104

# Capital Improvements Program Flacal Years

2014 - 2018

67

FISCAL

YEAR

2015

FISCAL

YEAR

2016

FISCAL

YEAR

2014

PRIOR

YEARS

37

RENEWAL &					
REPLACEMENT					
TOTAL	37	67			104
ESTIMATED		MAP			
PROJECT COS	ITS				
Date:	1/08/13				
ENV. ASSESS					
ENGINEERING					
SURVEY					
INSPECTION					
TESTING			SYSTI	EM WIDE	
CONSTRUCTION					
EQUIPMENT	104000				
MATERIAL					
FURNISHING					
LAND					
MISCELLANEOUS					
INDIRECT					
TOTAL	\$104,000				

# DESCRIPTION:

This CIP project will replace the main hub (in ECUA's network) providing connection routing of communication between all locations. The Enterasys N7 switch was purchased in 2007. After October 2015 we will no longer be able to purchase maintenance and support. The replacement product is an Enterasys S3. It is smaller and consumes less power. After the first year's warranty we will reduce our maintenance cost by \$3,000.



# Capital Improvements Program

Fiscal Years 2014 - 2018

INTENDENCIA ST

PROJECT NO: RW

**Program: Water Distribution** 

Project Title: Downtown Water System Grid

Improvements

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2018	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING							
RENEWAL & REPLACEMENT		500	500	500	500		2000
TOTAL		500	500	500	500		2000
ESTIMATE PROJECT CO	STS	MAP		++1-	TIVE		
Dete: ENV. ASSESS ENGINEERING SURVEY INSPECTION	3/04/13	UA FILAS HELHONT		WERCHY ST			

DESCRIPTION:

TOTAL

MISCELLANEOUS INDIRECT

TESTING

LAND

CONSTRUCTION
EQUIPMENT
MATERIAL
FURNISHING

1650000

\$2,000,000

This downtown Pensacoia area is the oldest part of ECUA's water system. There is a limited amount of information available regarding the area. The target area of this project is from Wright St. south and from Alcaniz west to "A" St. The first phase of the project will be an engineering study to determine the condition of the water system and the capacity to provide potable water service and adequate fire protection to customers in the area. This study will include the following: a review of system maps, field inspections, flow testing water mains and hydraulic modeling. It is known that the area does not have a sufficient number of valves, and long sections of water mains must be shut down when maintenance is required. This results in an interruption of normal water service and fire protection for an excessive number of customers. It is expected, based on the age of the water mains, that some will be in poor condition. This will require cleaning and replacement. The second phase will be to implement some of the immediate improvements recommended by the engineering study such as cleaning or replacing water mains, installing new valves, and making new connections between existing water mains. The study will also make long term recommendations to be implemented in future projects.



PROJECT NO: RS008S

Program: Wastewater Collection

Project Title: Pump Repair & Replacement

# Capital Improvements Program

Fiscal Years 2014 - 2018

FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2018	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING							
RENEWAL &							
REPLACEMENT	724	400	400	400	400	400	2724
TOTAL	724	400	400	400	400	400	2724
ESTIMATE PROJECT CO		MAP					
Date:	2/15/07	ļ					
ENV. ASSESS		ŀ					

# PROJECT COSTS Date: 2/15/07 ENV. ASSESS ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION 2724000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS INDIRECT TOTAL \$2,724,000

# **VARIOUS LOCATIONS**

# DESCRIPTION:

This program was originally designed to bring all lift stations up to our design standards, which will ultimately reduce operating costs. We are also facing the need to upgrade lift stations to accommodate new growth. Repair or replace pumps that are worn out and in need of upgrading. This program is part of a preventive maintenance program that is being carried out by the Lift Station Division. This program is targeted towards the small and medium size pumps. However, the pumps at our larger critical stations are also being repaired or replaced due to wear and age as a part of this project. We have over 379 lift stations with more than 600 pumps in our system. With an average life expectancy of 15 years, we need to plan to replace as many as 40 pumps per year. As growth is continuing, many stations must be upgraded. This is particularly true of stations which repump the sewage from several smaller stations.

# ÉÜA

# **PROJECT DATA SHEET**

PROJECT NO: RS

Program: Wastewater Collection

Project Title: Warrington Pump-Out Receiving

# Capital Improvements Program Flocal Years

2014 - 2018

FUND\$ (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING		1					
RENEWAL &							
REPLACEMENT		166	·				165
TOTAL		165					165
ESTIMATED		MAP	· · · · · · · · · · · · · · · · · · ·				
PROJECT COST	3		- 1				
Date: 2	/01/13		-				$\langle \mathcal{N} \rangle$
ENV. ASSESS		]] ]	HWY 98	•	ECUA W	ARRINGTON	$\times$
ENGINEERING	15000		/ nwi se	•	WASTEW	ATER COLLE	CHON
SURVEY _		il .		5: /	`		
INSPECTION		11		BLVD			
TESTING		[[			밁	, [	
CONSTRUCTION	150000	11		NA V	9		
EQUIPMENT		II _	PATTON DE	<u></u>	CORRE		$Y \neq Z$
MATERIAL							$\sqrt{}$
FURNISHING				$\mid \; \; \; \; \; \; \; \; \; \; \; \; \; \; \; \; \; \; \;$			$\rightarrow$
LAND					1 5	HARRANCAS AV	E
MISCELLANEOUS				_	¬ 8	TORANCAS A	
INDIRECT			\	<u> </u>		Buc.	

# DESCRIPTION:

TOTAL

\$165,000

The existing concrete dumping bins for waste collected through sewer main cleaning operations need to be modified to accept more frequent dumping in addition to larger quantities. This work is for odor control, containment of hazardous materials and control of insect population generated at the location. The bins will be utilized by ECUA and its contractors for sewer rehabilitation and inspection as required by the FDEP consent order. The project will include modifications of the existing concrete structures, installation of a CCTV monitoring system, and electronic access control to facilitate 24-hour operation.



PROJECT NO: RS\$48

**Program: Wastewater Collection** 

Project Title: Quietwater Beach Parking Lot

**Gravity Sewer Realignment** 

# Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP			·				
OPERATING	İ						
RENEWAL &							
REPLACEMENT		200					200
		]					
TOTAL		200					200

TOTAL		20	00[				200
ESTIMATED PROJECT COS		MAP	ARROAD BEAR				
Date:	2/21/08		E /				
ENV. ASSESS			1 /30				
ENGINEERING	12000		1 3				
SURVEY	3000		1	\ /	TARKING U	018	
INSPECTION	5000	•	1 8	ULET ATTE BEAC		با هوري	
TESTING			\ '4		1/1	IN DELLINA	
CONSTRUCTION	180000			<b>—</b>	-+-	Ĺ	
EQUIPMENT						)	
MATERIAL			,	/	<u>\/</u>		
FURNISHING			PICKERS RO				
LAND		17.	POLICY				
MISCELLANEOUS				REALIGN A PORT	1016 OP CPAT	~~	
INDIRECT		-		• QUIETVATE	BEACH PARE	NG LOT	
TOTAL	\$200,000						

## DESCRIPTION:

Realign gravity sewer in the parking lot of Alvin's Island on Pensacola Beach to eliminate clogging and surcharging problems due to improper invert elevations and large radius bends (>90 degree). Pipe bursting as an alternative means of rehabilitation would be explored. Also, several existing manholes would be rehabilitated.



# Capital Improvements Program

Flecal Years 2014 - 2018

PROJECT NO: CW

Program: Water Distribution

Project Title: Plantation Drive Water Main

Connection

ESTIMATED PROJECT COSTS		МАР	<del>.</del>	INTERSTA	NTE 10	X	
TOTAL		200					200
REPLACEMENT							
OPERATING RENEWAL &	[	200					200
CIP	į						
FUND <b>S (000)</b>	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL

ESTIMATED	MAP	
PROJECT COSTS	INTERSTATE 10	
Date: 1/13/13	INTERSTALE IU	1 1
ENV. A88E88		
ENGINEERING 250	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	
BURVEY	3	ļ
NSPECTION		
CONSTRUCTION 17500	CREIGHTON B	\ <del></del>
EQUIPMENT	CREIGHTON R	n
MATERIAL		
URNISHING	J / BURGESS RD	
	DURGESS RD	1 1,
AISCELLANEOUS		[
NDIRECT		
TOTAL \$200,000		· ·

# **DESCRIPTION:**

ECUA has the need to supply the area, including Plantation Drive along the west side of University Mail, with another water main feed in order to serve water demands should the water supply from Davis Highway be interrupted. It is anticipated that a 6" or 8" water main will be required from Burgess Road northward, across Creighton Road, and connection to the existing water system. The length of the project is estimated at 1,000".



PROJECT NO: CS

Program: Water Reclamation

Project Title: CWRF Headworks Odor Control

# Capital Improvements Program Fiscal Years

2014 - 2018

ESTIMATED		MAP	WAP						
TOTAL	_	500					500		
RENEWAL &									
CIP OPERATING		500					500		
FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2016	FISCAL YEAR 2018	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL		

10170	<del></del>	L	
ESTIMATED PROJECT CO		MAP	`
Date:	1/25/13	C.W.R.F.	
ENV. ASSESS			
ENGINEERING	25000	, · '	
SURVEY			
INSPECTION		J A Superior Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control	
TESTING		all reacts	
CONSTRUCTION	100000	- 40 - 5 41.	1
EQUIPMENT	250000	<b>1 1 2 3 3</b>	
MATERIAL	125000	<b>5</b>	
FURNISHING		CHENSTRAND OF CHENSTRAND	
LAND			
MISCELLANEOUS		WIGGINS LN	
INDIRECT			
TOTAL	\$500,000		

### DESCRIPTION:

The objective of this project is to install an effective odor control system on the headworks at the CWRF. The current system needs to be improved and expanded due to the addition of septage receiving and the amount of grease flowing into the plant to handle H2S stream is causing significant corrosion issues on all of the equipment surrounding headworks. Replace the current odor control system with an off-gas blower similar to the one used on the dryer. The new blower would be centrifugal type and approximately 75-100 hp. The off-gas stream would then be hard piped and diffused into BNR basins 3 and 4. This system would eliminate the need for odor control media and keep the headworks under a negative pressure. The current blower and media canister provided with the project is insufficient to handle the H2S load and requires frequent media changes. We have begun to see corrosion of nearby electrical equipment in addition to that area having severe odor issues. The discharge will be piped to a diffuser at the bottom of BNR 3/4 similar to the odor control for the dryer off-gas scrubber in BNR 1/2.



PROJECT NO: CS

Program: Water Reclamation

Project Title: CWRF Tertiary Filter

# Capital Improvements Program Fiscal Years

Fiscal Years 2014 - 2018

OPERATING  REPLACEMENT  TOTAL  S50  STIMATED PROJECT COSTS Date: 319/20/13  ENV. ASSESS ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION SCONSTRUCTION SEQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS  350  350  350  350  350  350  350  35	FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
REPLACEMENT  TOTAL  350  ESTIMATED PROJECT COSTS  Date: 319/20/13  ENV. ASSESS ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION 350000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS  WIGGINS LN	CIP							
REPLACEMENT  TOTAL  STATED  PROJECT COSTS  Date: 319/20/13  ENV. ASSESS ENGINEERING SURVEY INSPECTION  TESTING CONSTRUCTION 350000  EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS  MAP  C.W.R.F.  WIGGINS LN  WIGGINS LN	OPERATING		350					350
ESTIMATED PROJECT COSTS  Date: 319/20/13 ENV. ASSESS ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION 350000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS  MAP  C.W.R.P.  ATRIAL  WIGGINS LN  WIGGINS LN	RENEWAL &							
ESTIMATED PROJECT COSTS  Date: 319/20/13  ENV. ASSESS ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION 350000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS  MAP	REPLACEMENT							
PROJECT COSTS  Date: 319/20/13  ENV. ASSESS  ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION 350000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS  COW.R.P.  C.W.R.P.  C.W.R.P.  WIGGINS LN	TOTAL		350					350
ENV. ASSESS ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION 350000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS  WIGGINS LN			MAP			•		
ENV. ASSESS ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION 350000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS  WIGGINS LN	Dete:	319/20/13	]		CWRP	1		
SURVEY INSPECTION TESTING CONSTRUCTION 350000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS WIGGINS LN	ENV. ASSESS		]		O. W.M.E.			
INSPECTION TESTING CONSTRUCTION 350000 EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS WIGGINS LN	ENGINEERING		<b>∐</b>			, . · ·		
EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS WIGGINS LN	BURVEY		41	!	1	4		
EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS WIGGINS LN	NSPECTION		4	: 1			كلند	
EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS WIGGINS LN	TESTING		-	,		el 🔪 .	a far	
MATERIAL FURNISHING LAND MISCELLANEOUS  WIGGINS LN	CONSTRUCTION	350000		: 1		9	,	
	EQUIPMENT		]	,	sio,	<b>≨</b>		
	MATERIAL		][	· SELE		TS.	•	
	FURNISHING		][	CHEEN		<del>                                      </del>		
	LAND			ون ۱			` .	
NDIRECT	MISCELLANEOUS		11	<del></del> •	,	WIGGINS LN		
	NDIRECT		<u> </u>		i	1 1 -1	:	

# DESCRIPTION:

TOTAL

\$350,000

This project involves the addition of one fliter to the existing seven fliters at the CWRF. The CWRF was constructed with an open concrete basin to receive this fliter. Plant Maintenance would install the filter so there is no construction cost. The filter is needed to provide additional reliability for the filter system and the effluent from the CWRF. The reliability is critical for supplying reclaimed water to our customers.

# Capital Improvements Program

Fiscal Years 2014 - 2018 PROJECT NO: RS

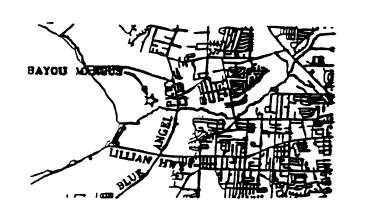
**Program: Waterwater Collection** 

Project Title: Bayou Marcus Generator

**Improvements** 

TOTAL	<u> </u>	MAP	<u> </u>				150
	ļ	150					450
REPLACEMENT		150					150
RENEWAL &							
OPERATING							
CIP							
FUND <b>S</b> (000)	PRIOR YEARS	FISGAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL

ESTIMATE	
P <b>ROJECT</b> CO	STS
Date:	1/26/13
ENV. ASSESS	
ENGINEERING	35000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	25000
EQUIPMENT	90000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$150,000
DESCRIPTION.	



## DESCRIPTION:

The objective of this project is to enable installation of a second generator at BMWRF to provide redundancy due to recent events which exposed a critical weakness in the plant's infrastructure. This project is to install a second automatic transfer switch (ATS) capable of handling the entire plant's electrical load. Additionally, provide provisions to hook up a temporary generator large enough to run the plant in the event of an emergency. A recent experience revealed a critical flaw in the plant's infrastructure. At the point where the Gulf Power service transitions from above ground to below grade (not on ECUA property and controlled by Gulf Power), the location is prone to car accidents and loss of power at the plant. To compound the loss of electrical service, the existing Caterpillar generator falled as well. Due to the critical nature of the BM wetlands, any loss of electrical power results in a permit violation as the disifection for the plant is provided by the UV system. The most cost effective way to address this is to install an ATS so we can energize a second generator to provide the discharge required redundancy. Phase II of this project would be to purchase and install the generator for the ATS. In the interim, a portable generator from Lift Stations would be used.



PROJECT NO: CS

Program: Wastewater Collection

Project Title: Generator Maintenance and

Odor Control Building

# Capital Improvements Program

Fiscal Years 2014 - 2018

FUND <b>S</b> (600)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL	
CIP								
OPERATING		1700					1700	
RENEWAL &		1						
REPLACEMENT		<u> </u>						
TOTAL		1700					1700	
ESTIMATED		MAP						
PROJECT CO	OSTS	_1						
Date:	1/29/13	awn a J						
		C.W.R.F. =						
ENV. <b>ASSESS</b>		41		C.W.R.F.	,			
		1		C.W.R.F.				
ENGINEERING		1	1	C.W.R.F.	1			
ENV. ASSESS ENGINEERING SURVEY INSPECTION			;	C.W.R.F.	4	y <b>s</b>		
ENGINEERING SURVEY			.			RACHS		
ENGINEERING SURVEY INSPECTION	1700000			/	8	N. RACKS		
ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION	1700000			/	RD RD	R TRACKS		
ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION EQUIPMENT	1700000		TRANSPORT	/	STRAND RD	IN TRACKS		
ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION EQUIPMENT MATERIAL	1700000		THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY O	/	HEMSTRAND RD	R RECKS		
ENGINEERING SURVEY INSPECTION TESTING	1700000		CALLES TON	/	CHEMSTRAND RD	R RACKS		
ENGINEERING SURVEY INSPECTION TESTING CONSTRUCTION EQUIPMENT MATERIAL FURNISHING	1700000		OS CHEMENT	/	WICCINS IN			

# DESCRIPTION:

TOTAL

\$1,700,000

Construct a 14,440 square foot maintenance building on the CWRF property to provide a secure location for the Odor Control, and Generator divisions and provide facilities to perform the required maintenance and repair of the generators and odor control equipment. The proposed facility will allow co-location of these two divisions with the rest of the Maintenance Dept. already housed at the CWRF and will facilitate inventory control, warehouse storage and use of special equipment and personnel in the mechanical and instrument/Electrical shops. Relocating these divisions from Eliyson industrial Park will also help implement the management audit's recommendation to combine all maintenance divisions under one director and provide a much needed maintenance facility for these critical divisions. Facilities will include a washdown facility, generator testing, generators/odor control repair areas, two inventory caged areas with additional parking. The relocation of these functions to the CWRF will provide a secure location to store all of our generators and odor control media, and prevent the theft and vandalism that has occured in the past. By consolidating these divisions at the CWRF, it will allow the Director of Maintenance and Construction at the CWRF to coordinate the activities of these divisions, will better utilize the iNFOR Enterprise Asset Mgmt. Sys. for inventory and preventative maintenance work order flow and allow for proper control of the inventory and assets.



PROJECT NO: CS

Program: Water Reclamation

Project Title: Pensacola Beach Reclaimed

Water System

# Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING		1500					1500
RENEWAL &							
REPLACEMENT							
TOTAL		1500					1500

ESTIMATED PROJECT COS		HAP
Date:	2/01/13	
ENV. ASSESS		GULF BREEZE
ENGINEERING	200000	
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION	1300000	
EQUIPMENT		
MATERIAL		NATION AND AND AND AND AND AND AND AND AND AN
FURNISHING		and the first hand the second
LAND		GULF OF MEXICO
MISCELLANEOUS		GULF OF
INDIRECT		_
TOTAL	\$1,500,000	

# DESCRIPTION:

This project will include the installation of reclaimed water storage, pumping, and distribution components for irrigation purposes on Pensacola Beach. The details of the multiple components will be determined as a result of the reclaimed water master plan that is anticipated to be complete in 2013.

PROJECT NO: CS

**Program: Water Reclamation** 

**Project Title: Reclaimed Water Main Extension** 

Gulf Power - UWF

# Capital Improvements Program Flacal Years

2014 - 2018

FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2018	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING		300	775		İ		1075
RENEWAL &							
REPLACEMENT							
TOTAL		300	775				1075
ESTIMATEI PROJECT CO		MAP	n en	//	111		
Dates	3/06/16	73.1037	- 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		10:1		
ENV. ASSESS			GULI	POWER	71/		
ENGINEERING	175000		CRIS	T PLANT	/ <i>\\</i> \' \'	\	
SURVEY		Р	HASE I_	. /		, \	
INSPECTION		L. F		•	$\mathcal{C} \setminus$	'	
TESTING				<b>∕</b> %	PHASE IN	. 1	
					/1	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
CONSTRUCTION	900000		PATE F	מו		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
	900000		PATE F	- ^ <b>%</b> .		, , , , ,	
EQUIPMENT	900000		1/1	A.	UWI	,	
EQUIPMENT MATERIAL	900000		TEN MI	A.			
EQUIPMENT MATERIAL FURNISHING LAND	900000		TEN M	A.		,	
CONSTRUCTION EQUIPMENT MATERIAL FURNISHING LAND MISCELLANEOUS	900000		TEN M	A.	UWI		L

## DESCRIPTION:

TOTAL

\$1,075,000

This project will include the installation of a reclaimed water main from a point within Gulf Power's property to the west side of the UWF campus. This project will be divided into two phases. Phase one will extend the existing reclaimed water main From Guif Power to their property line. The second phase will extend the reclaimed water main to the UWF campus. Upon completion of the project, ECUA will be able to provide reclaimed water for irrigation purposes to UWF and the Scenic Hills Golf Course. In addition, as demand dictates, other commercial and residential customers may be connected.



PROJECT NO: RW920E

FISCAL

YEAR

Program: Water Distribution

Project Title: Ongoing Water Line Cleaning

FISCAL.

YEAR

PROJECT

Program

# Capital Improvements Program Flecal Years

2014 - 2018

FISCAL

YEAR

PRIOR

\$1,200,000

FISCAL

YEAR

FISCAL

YEAR

FUNDS (000)	YEARS	2014	2018	2016	2017	2018	TOTAL
CIP							=
OPERATING							
RENEWAL &							:
REPLACEMENT	500	500	50	50	50	50	1200
TOTAL	500	500	50	50	50	50	1200
ESTIMATED		MAP					
PROJECT CO	OSTS						
Date:	3/17/12						
ENV. ASSESS							
ENGINEERING							
SURVEY		]					
INSPECTION							
TESTING			VAR	NOUS LO	CATIONS		
CONSTRUCTION	1200000						
EQUIPMENT							
MATERIAL							
FURNISHING							

# DESCRIPTION:

TOTAL

MISCELLANEOUS INDIRECT

LAND

Water lines accumulate sediment and deposits on interior walls that can limit capacity and/or lead to water quality problems. Water line cleaning is a very economical alternative to replacement of the under ground infrastructure.



PROJECT NO: RS511

Program: Wastawater Collection

GULF OF MEXICO

Project Title: Pensacola Beach PM Painting

and Tank Rehabilitation

# Capital Improvements Program Fiscal Years

2014 - 2018

FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING		:					
RENEWAL &		250					250
TOTAL		250					250
ESTIMATE PROJECT CO		MAP	`~				
Date:	1/29/13	]	× ×		AROG		
ENV. ASSESS			,,	SANTA	ROSA UND		
ENGINEERING		]		80	UN-		_
SURVEY		]	1 58			ECUA PEN	SACOLA
INSPECTION		]	18.6	<b>1</b>		BEACH PL	ANT
TESTING			<b>*</b>	50		/.	1
CONSTRUCTION	250000		( / //)	\ <del>\</del> \$\		DE FUND	

# DESCRIPTION:

TOTAL

\$250,000

MISCELLANEOUS INDIRECT

EQUIPMENT MATERIAL FURNISHING

LAND

The objective of this project is to conduct corrosion control and repairs to the "boit-together" glass-lined steel tanks at the Pensacola Beach Plant. Specifically the four tanks are the mud well, clear well, clarifler for Plant I and the sludgeholding tanks for both plants. Replace any corroded boits and repair damage to the ceramic coating on the steel plates.

Additionally, repairs to the anode system, which provide cathodic protection, will also be required.

FT PICKEN RD



# Capital Improvements Program

Fiscal Years 2014 - 2018 PROJECT NO: RS332

Program: Water Reclamation

Project Title: Bayou Marcus Boardwalk

Maintenance

ESTIMATED		MAP					
TOTAL		250				<u> </u>	250
REPLACEMENT		250					250
RENEWAL &		<u> </u>	į				
OPERATING							
CIP							ŀ
FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL

ESTIMATED PROJECT COS		MAP
Date:	2/29/12	
ENV. ASSESS		BAYOU MARCUS
ENGINEERING		BOARDWALK
SURVEY		
INSPECTION		PERDIDO BAY
TESTING		
CONSTRUCTION	250000	
EQUIPMENT		BAYOU
MATERIAL		MARCUS WWTP
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$250,000	

# DESCRIPTION:

The boardwalk is aging as it was constructed in 1997. The purpose of this project is to replace the decking that is warping and deteriorated with a new composite, recycled material. Additionally some of the handrall supports and pipe supports need to be replaced.

# HUA

# **PROJECT DATA SHEET**

PROJECT NO: CS

**Program: Wastewater Collection** 

Project Title: Moreno St. Lift Station Screening

# Capital Improvements Program Fiscal Years 2014 - 2018

ESTIMATEI PROJECT CO		MAP	<u></u>	11-1-1	NTERS THE	1	17
TOTAL		1200					1200
RENEWAL & REPLACEMENT				· · · · · · · · · · · · · · · · · · ·			
CIP OPERATING		1200					1200
FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2016	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL

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TESTING		AKEVIEW ST
CONSTRUCTION	250000	AVER!
EQUIPMENT	850000	MALOR ST MORENO STREET
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TOTAL	\$1,200,000	

# DESCRIPTION:

The Moreno St. lift station was constructed with a two compartment wet well: the compartments are connected via a silde gate, and each compartment contains a pair of pumpe. To protect the pumpe, the inlet channel to each compartment contains a grinder that reduces the inert solids to smaller sizes. Since placing the lift station in service, the two grinders have been problematic. They have been subject to clogging, have been removed periodically for cleaning and repairs, and do not have a proven operational record. In addition, the ground solid particles, especially stringy/raggy material, has a propensity to "reweave" itself which can create downstream clogging issues. This project would replace the grinders with close-opening vertical screens to remove the inert solids from the wastewater. The screening would be washed to return the organic matter to the wastewater, and the dewatered screenings would be conveyed to dumpsters for landfill disposal. Scrubbers would be included to control odors.



PROJECT NO: CS514A

FISCAL

YEAR

Program: Wastawater Collection

**FISCAL** 

YEAR

PROJECT

Project Title: Generators

# Capital Improvements Program

FISCAL

YEAR

FISCAL

YEAR

Fiscal Years 2014 - 2018

FISCAL

YEAR

PRIOR

FUNDS (000)	YEARS	2014	2016	2016	2017	2018	TOTAL
CIP							
OPERATING	42	400	400	400			1242
RENEWAL &			l				
REPLACEMENT	· · · · · · · · · · · · · · · · · · ·					<del></del>	
TOTAL	42	400	400	400			1242
ESTIMATED		MAP	<del> </del>				
PROJECT COS	ITS						
Date:	1/30/04						
ENV. ASSESS							
ENGINEERING							
SURVEY		ĺ					
INSPECTION							
TESTING			VAR	IOUS LOC	CATIONS		
CONSTRUCTION	200000	ĺ					
EQUIPMENT	1042000						
MATERIAL							
FURNISHING							
LAND							

# DESCRIPTION:

TOTAL

\$1,242,000

MISCELLANEOUS INDIRECT

To procure additional emergency generators. Provide additional emergency backup power to sewage lift stations and water well facilities. Major storms (tropical storms, hurricanes,etc.) often cause numerous extended power outages at our sewer lift stations. Immediately following Hurricane Ivan the majority of our lift stations were without power. In some cases power wasn't restored for over a week. The purchase of additional portable generators would eliminate spills and reduce the recovery time following extended periods of power loss.

# ÉÜA

# **PROJECT DATA SHEET**

PROJECT NO: CS

Program: Westewater Collection

**Project Title: CWRF Canoples** 

# Capital Improvements Program Fiscal Years

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL	
CIP								
OPERATING	1	200					200	
RENEWAL &								
REPLACEMENT								
TOTAL		200		:			200	
ESTIMATED PROJECT COSTS		MAP						
Date:	1/23/13							
ENV. ASSESS								
ENGINEERING								
SURVEY		]]						
INSPECTION								
TESTING			VAR	NOUS LO	CATIONS			
CONSTRUCTION	200000							
EQUIPMENT								
MATERIAL								
FURNISHING								
LAND								
MISCELLANEOUS								
INDIRECT		l						

# DESCRIPTION:

TOTAL

\$200,000

Installation of canopies for covered parking to protect the Plant Maintenance heavy equipment and off-road vehicles from being damaged due to UV and climatic conditions in general. Install two canopies that are hurricane wind-rated to provide protection for critical equipment for long-term storage, e.g., the new tractor and bush hog; backhoe; portable air compressor; JLG 100 ft. articulated man lift; dump truck; and other equipment not used on a routine basis. Each canopy would be approximately 40 x 100 ft.



PROJECT NO: CA309

Program: General Projects

Project Title: INFOR Handheld Devices

# Capital Improvements Program Fiscal Years 2014 - 2018

FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING	200	100					300
RENEWAL &							
TOTAL	200	100					300

TOTAL	200	100[				<u> </u>	300
ESTIMATED PROJECT COS	i i	MAP					
Date:	1/29/13						
ENV. ASSESS							
ENGINEERING							
SURVEY							
INSPECTION							
TESTING			VAF	NOUS LO	CATIONS		
CONSTRUCTION							
EQUIPMENT	300000	1					
MATERIAL							
FURNISHING							
LAND							
MISCELLANEOUS							
INDIRECT							
TOTAL	\$300,000						

# DESCRIPTION:

To continue the implementation of the INFOR computerized maintenance management and inventory system throughout the Plant Maintenance Divisions by implementing it in the Lift Station, Facilities Maintenance, Odor Control, and Generator Divisions. In order to accomplish this, additional servers are required to implement the handheld devices to be purchased for each field craw. FY 2014 funds would be used to add GIS and the Engineering Department onto INFOR. Purchase 24 handheld devices and their associated hardware/software to be mounted in each vehicle. Additional software and support will also need to be purchased from INFOR EAM Systems to help with the implementation, to include access to the existing GIS system. This is the expansion of the CMMS system being used at the CWRF facility. This system will provide better tracking of maintenance and operating costs, as well as control inventory. At the time this was initially funded, the Lift Station, Facility Maintenance, Odor Control and Generator Divisions were not using any type of computerized software system. Implementation of this system will allow all Maintenance divisions to accurately track all work being performed and track costs in labor and materials to each specific work order.



PROJECT NO: CS

Program: Wastewater Collection

Project Title: Odor Control Scrubbers

# Capital Improvements Program Flocal Years

Fiscal Years 2014 - 2018

FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING		300	300	300	300	300	1500
RENEWAL &							
REPLACEMENT							
TOTAL		300	300	300	300	300	1500
ESTIMATED PROJECT COS		MAP					
Date:	1/29/13						
ENV. ASSESS		i					
ENGINEERING							
SURVEY							
INSPECTION							
TESTING			VAR	IOUS LOC	CATIONS		
CONSTRUCTION	700000						
EQUIPMENT	800000						
MATERIAL		İ					
FURNISHING							
LAND							
MISCELLANEOUS							
INDIRECT							
TOTAL	\$1,500,000						

# DESCRIPTION:

To control odors in the collection system and at lift stations. This funding will be used for the purchase and installation of package odor control scrubbers at key locations in the collection system and at lift stations. With the changes to the collection system and diverting of flow, longer force mains due to expansion of the collection system, and population growth in close proximity to our lift stations results in greater potential for odor complaints. Chemicals can be added to control odor and corrosion, but in all cases, chemicals are only effective for brief periods controlling odors, but are much more expensive to use. In these situations, permanent scrubbers are the best practical solution.



PROJECT NO: RW038

Program: Water Production

Project Title: Water Treatment Facility

Replacement - OLF 4A

# Capital Improvements Program

Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP					1		}
OPERATING	<u> </u>						
RENEWAL &					]		
REPLACEMENT		1200					1200
TOTAL		1200					1206

TOTAL		1200	
ESTIMATED PROJECT COS		MAP	
Date:	20/14/12	Į į	\$i <u>\$</u> :
ENV. ASSESS			
ENGINEERING	70000	Š	
SURVEY	10000		9 Mile Rd. S:
INSPECTION	25000	5	
TESTING		8	Well House
CONSTRUCTION	795000	Hol	hy SE
EQUIPMENT	300000		<u>5; 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, </u>
MATERIAL			Ette Ave.
FURNISHING			
LAND			Greenridge Da.
MISCELLANEOUS			
INDIRECT			
TOTAL	\$1,200,000		

# DESCRIPTION:

Construction of a new lime room and dividing of existing ilme room into separate chemical rooms for orthophosphate and fluoride treatment. The current parcel is of sufficient size to accommodate the required expansion.

# **ECUA BUDGET**

# SANITATION SYSTEMS

**FY 2014** 

# EMERALD COAST UTILITIES AUTHORITY SANITATION SYSTEM PROPOSED SOURCES & USES FISCAL YEAR 2014

SO	UR	C	ES

300RCE3		
OPERATING REVENUES:		
RESIDENTIAL COMMERCIAL RECYCLABLE COMMODITIES MISCELLANEOUS	\$ 17,098,668 1,246,750 200,000 35,000	
TOTAL OPERATING REVENUES		18,580,418
INTEREST INCOME		10,000
TOTAL REVENUES		18,590,418
BEGINNING BALANCES : UNRESTRICTED RESERVES		1,535,617
TOTAL SOURCES		20,126,035
USES		
PERSONAL SERVICES SUPPORT SERVICES MATERIALS & SUPPLIES OPERATING CONTINGENCY INDIRECT OVERHEAD ALLOCATION	7,193,268 5,850,485 834,250 82,500 454,320	
TOTAL OPERATING EXPENSES		14,414,823
DEBT SERVICE EQUIPMENT LEASE PAYMENTS CNG FUELING STATION		988,773 1,858,627 210,576
CIP PROJECTS R&R PROJECTS EQUIPMENT REPLACEMENT FUND	115,000 500,000 500,000	
TOTAL OTHERS		1,115,000
ENDING BALANCES : UNRESTRICTED RESERVES		1,538,236
TOTAL USES		\$20,126,035
DEBT SERVICE COVERAGE		4.21

EMERALD COAST UTILITIES AUTHORITY SANITATION SYSTEM

,	ACTUAL FY 2012	BUDGET FY 2013	PROPOSED FY 2014	INCREASE (DECREASE)	DIVISION % INCREASE
ADMINISTRATION	927,787	780,279	775,769	(4,510)	-0.58%
RESIDENTIAL OPERATIONS	7,599,513	6,542,747	7,031,994	489,247	7.48%
COMMERCIAL OPERATIONS	1,071,507	954,427	970,387	15,960	1.67%
GARAGE	2,047,829	1,855,172	1,972,689	117,517	6.33%
YARD TRASH COLLECTION	2,192,953	1,976,934	1,389,905	(587,029)	-29.69%
RECYCLING	914,613	766,458	906,259	139,801	18.24%
OTHER EXPENSES- INSURANCE,WORKERS COMP, BAD DEBT, PAYING AGENT FEES, PROGRESSION	870,297	831,400	831,000	(400)	-0.05%
OVERHEAD ALLOCATIONS	443,253	454,320	454,320	0	0.00%
OPERATING CONTINGENCIES		82,500	82,500	0	0.00%
TOTAL OPERATING EXPENSES	16,067,752	14,244,237	14,414,823	170,586	1.20%

ACCOUNT	2012 LAST YEARS	2013 ORIGINAL	2014 PROPOSED	INCREASE/	EXP. ANATON
DESCRIPTION	ACTUAL	BUDGET	BUDGET	DECREASE	OF CHANGE
SANITATION					
REGULAR SALARIES	4,168,548	4,183,592	4,162,154	(21.438)	
SHIFT DIFFERENTIAL	5,509	000'6	000'6		
OVERTIME-MISCELLANEOUS	235,953	101,000	101,000	1	
PROGRAMMED	312,884	530,500	530,500	1	
SOCIAL SECURITY	338,575	336,146	333,398	(2,748)	
ECUA PENSION	17,270	15,828	11,062	(4,766)	
	219,035	239,929	328,400	88,471	
LIFE AND HEALTH INSURANCE	1,119,250	1,316,582	1,246,754	(69,828)	
WORKER'S COMPENSATION	356,301	200,000	200,000		
OTHER	242,294			ı	
FUNDING FOR MERIT	•	165,000	165,000	٠	
PROGRESSION/LICENSING	•	106,000	106,000	•	
PERSONAL SERVICES	7,015,619	7,203,577	7,193,268	(10,309)	
PROFESSIONAL SERVICES	86,095	7,500	7,500		
AUDITING AND ACCOUNTING	5,750	000'9	6,000	•	
INSURANCE	137,480	220,000	220,000	•	
OTHER CONTRACTUAL SERVICE	545,367	483,000	523,000	40,000	
RENTAL & LEASES	4,262	1			
TEMPORARY SERVICES	117,580	47,000	47,000	'	
TRAVEL AND PER DIEM	2,412	2,200	2,200	,	
COMMUNICATIONS (PHONES)	1	8,000	8,000	1	
WIRELESS WORKORDER SYSTEM	2,285	2,600	2,600	1	
UTILITIES - ELECTRICITY	69,924	68,250	68,250	•	
UTILITIES - GAS	4,820	8,000	8,000	í	
R & M-EQUIP & VEHICLES	1,169,063	541,000	541,000	•	
REP & MAINT - BUILDINGS	27,742	13,000	13,000	1	
	•	1,000	1,000	•	
REP & MAINT-FUEL SYSTEM	10,729	2,000	7,000	•	
PUBLIC RELATIONS	39,615	50,000	50,000	•	
CLASSIFIED ADVERTISING	2,763	11,000	11,000	1	
DUMPSTERS	•	6,500	6,500	ı	
EDUCATIONAL REIMBURSEMENT	96	2,000	2,000	1	
BAD DEBTS/ PAYING AGENT FEES	134,222	140,400	140,000	(400)	
INVENTORY OVER/SHORTAGE	(53,001)	1	,		
OTHER CURRENT CHARGES	5,333	5,440	5,440	1	
PROFESSIONAL DEVELOPMENT	8,725	2,700	2,700	•	
TIPPING FEES	4,157,856	3,901,000	4,037,535	136,535	
TIPPING FEES - ROLL-OFFS	85,391	136,000	140,760	4,760	
SUPPORT SERVICES	6,564,509	5,669,590	5,850,485	180,895	
CONTINUED					

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	2012	2013	2014		
ACCOUNT	LAST YEARS	ORIGINAL	PROPOSED	INCREASE/	EXPLANATION
DESCRIPTION	ACTUAL	BUDGET	BUDGET	DECREASE	OF CHANGE
SANITATION					
POSTAGE	145	1,200	1,200	•	
COMPUTER FORMS	•	250	250	,	
PRINTING AND BINDING	1,849	1,500	1,500	,	
OFFICE SUPPLIES	7,176	000'6	000'6	•	
CLOTHING SUPPLIES	11,387	15,000	15,000	•	
FREIGHT, SHIPPING	35	1,000	1,000	•	
GAS, OIL AND LUBRICANTS	1,559,858	639,000	639,000	•	
FOOD & SUPPLY PURCHASES	7,513	3,000	3,000	•	
OPERATING SUPPLIES	119,271	110,000	110,000	•	
PREPAID EXPENSE ITEMS	315,813		,	•	
PAINT	1,873	2,500	2,500	•	
PROTECTIVE CLOTHING	5,676	17,500	17,500	•	
SMALL TOOLS AND EQUIPMENT	24,127	32,550	32,550	•	
<b>BOOKS &amp; PUBLICATIONS</b>	1,105	750	750	•	
<b>DUES &amp; SUBSCRIPTIONS</b>	643	1,000	1,000	ı	
MATERIALS & SUPPLIES	2,056,471	834,250	834,250	•	
OPERATING CONTINGENCY	1	82,500	82,500	1	
<b>NET OVERHEAD ALLOCATION</b>	443,253	454,320	454,320	•	
OTHER	443,253	536,820	536,820		
DEPARTMENT TOTAL	16,079,852	14,244,237	14,414,823	170,586	

# SANITATION SYSTEM

**CAPITAL** 

**IMPROVEMENTS** 

2014

# EMERALD COAST UTILITIES AUTHORITY WATER AND WASTEWATER SYSTEM FY 2014 PROPOSED SANITATION PROJECTS

Project	Project	
Number	Description	Total
CT503	Additional Containers for Commercial Customers	115
RT504	Annual Residential Vehicle Replacement Program	750
RT701	Annual Commercial Vehicle Replacement Program	50
RT702	Container Replacement Fund-Residential	200
	TOTAL SANITATION PROJECTS	1,115



PROJECT NO: CT503

Program: Sanitation

Project Title: Additional Containers for

Commercial Customers

# Capital Improvements Program Fiscal Years 2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2018	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP OPERATING	77	115	115	115	115	115	652
RENEWAL &							
TOTAL	77	115	115	115	115	115	652

	77	115	115]	110	110]	- 110	
TOTAL							
ESTIMATED		MAP					
PROJECT COS	TS	i					
Date:	2/01/13						
ENV. ASSESS							
ENGINEERING							
SURVEY							
INSPECTION		H			N/A		
TESTING					1477		
CONSTRUCTION							
EQUIPMENT	652000	<b>!</b>					
MATERIAL							
FURNISHING		<b>{</b> }					
LAND		<b>∮</b> }					
MISCELLANEOUS		41					
INDIRECT		41					
TOTAL	\$652,000	][					

# DESCRIPTION:

To provide front-load dumpsters and rolloff containers for new commercial customers and replacement of existing dumpsters. Includes the following cost projections for purchase of commercial containers.

	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2014	2015	2016	2017	2018
Front-load Dumpsters	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,0 <b>00.00</b>
	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,0 <b>00.00</b>
Rolloff Containers	\$115,000.00	\$115,000.00	\$115,000.00	\$115,000.00	\$115,000.00



PROJECT NO: RT504

Program: Sanitation

Project Title: Annual Residential Vehicle

Replacement Program Funding

# **Capital Improvements Program** Fiscal Years

2014 - 2018

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL &							
REPLACEMENT	87	750	750	750	750	750	4622
TOTAL	87	750	750	750	750	750	4622
ESTIMAT		MAP					
Date:	2/01/13						
ENV. ASSESS ENGINEERING	-						
		<del></del>					

Date:	2/01/13
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	
EQUIPMENT	4622000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$4,622,000
DESCRIPTION:	

To set aside funds in order to purchase new residential collection vehicles as needed.



PROJECT NO: RT701

Program: Sanitation

Project Title: Annual Commercial Vehicle

Replacement Program Funding

# Capital Improvements Program

Fiscal Years 2014 - 2018

FUND <b>S</b> (000)	PRIOR YEARS	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2018	FISCAL YEAR 2017	FISCAL YEAR 2018	PROJECT TOTAL
CIP			ļ	Į			
OPERATING							
RENEWAL &	50	50	50	50	50	50	300
REPLACEMENT	<u> </u>						
TOTAL	50	50	50	50	50	50	300
COTIMATED		MAP					

TOTAL	50]	50	50		
		MAP			
Date:	2/01/13				
ENV. ASSESS					
ENGINEERING		İ			
SURVEY					
INSPECTION				N/A	
TESTING				14174	
CONSTRUCTION					
EQUIPMENT	300000				
MATERIAL		1			
FURNISHING		ll.			
LAND ·					
MISCELLANEOUS		<b>\</b>			
INDIRECT		<b>  </b>			
TOTAL	\$300,000	l			

# DESCRIPTION:

To set aside funds in order to purchase new commercial collection vehicles as needed. This request has been reduced from previous years due to the purchase of 50 CNG vehicles in FY 2012. The funding will be transferred to fund the debt service on that purchase. At the end of the seven year lease the annual funding currently used for debt service will be returned to this project to provide fundingfor future vehicle purchases.



FUND8 (000)

# **PROJECT DATA SHEET**

PROJECT NO: RT702

FISCAL

YEAR

2017

Program: Sanitation

Project Title: Container Replacement Fund -

PROJECT

TOTAL

Residential

FISCAL.

YEAR

2018

# Capital Improvements Program Fiscal Years

FISCAL

YEAR

2015

FISCAL

YEAR

2016

2014 - 2018

FISCAL

YEAR

2014

PRIOR

YEARS

CIP	}					İ			
OPERATING:						<u> </u>			
RENEWAL &									
REPLACEMENT	43	200	200	200	200	200	1043		
TOTAL	43	200	200	200	200	200	1043		
ESTIMATED		MAP							
PROJECT COSTS		<b>{                                    </b>							
Dates	2/01/13	<b>   </b>							
ENV. ASSESS									
ENGINEERING		<b>!  </b>							
SURVEY		<b>!</b> }							
INSPECTION		!]							
TESTING					N/A				
CONSTRUCTION									
EQUIPMENT	1043000								
MATERIAL									
FURNISHING									
LAND		ll.							
MISCELLANEOUS		l l							
INDIRECT									
TOTAL	\$1,043,000								
DESCRIPTION:									

This capital reserve project will provide the necessary funding to purchase containers for new customers and replacement of containers that are beyond the warranty period for new and existing customers of the residential collection and recycling system.

Al-4627 Clerk & Comptroller's Report 16. 3.
BCC Regular Meeting Consent

Meeting Date: 07/25/2013

**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 July 11, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 11, 2013; and

C. Accept, for filing with the Board's Minutes, the Report of the Special Committee of the Whole Workshop held July 2, 2013.

### **Attachments**

July 11, 2013, Agenda Work Session Report

July 2, 2013, Special Committee of the Whole Workshop

### REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD JULY 11, 2013

### BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

(9:08 a.m. – 10:? a.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

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 Grover C. Robinson IV, District 4

- 1. <u>FOR INFORMATION:</u> The agenda package for the 5:30 p.m., July 11, 2013, Regular Board Meeting, was reviewed as follows:
  - A. Interim County Administrator Touart, County Attorney Rogers, Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, Thomas "Tom" Turner, Director, Human Resources Department, and Patrick T. "Pat" Johnson, Director, Solid Waste Management Department, reviewed the agenda cover sheet, and a motion was made by Commissioner Robertson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson absent, approving to amend the agenda to include Commissioner Robinson's Add-on Items, with the exception of Item 2:
  - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Interim County Administrator Touart, County Attorney Rogers, Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, T. Lloyd Kerr, Director, Development Services Department, Robert Turpin, Manager, Marine Resources Division, and Joy D. Blackmon, P.E., Director, Public Works Department, reviewed the County Administrator's Report; and

(Continued on Page 2)

### REPORT OF THE AGENDA WORK SESSION - Continued

- 1. Continued...
  - E. County Attorney Rogers and Interim County Administrator Touart reviewed the County Attorney's Report; and
  - F. County Attorney Rogers reviewed Commissioner Robinson's Add-on Items.
- 2. <u>FOR INFORMATION:</u> Commissioner Barry reviewed documents entitled *Local Vendor Preference Components* and *Escambia County Purchasing Worksheet*, which he also provided in hard copy.

### Local Vendor Preference Components

- Apply when a non-local vendor is low bidder, but a where a local vendor is with certain limits
- Local vendor is given the opportunity to match the low bid amount, so that the tax payers are not impacted
- > Preference given on formal, low bid award contracts
- Local defined as "Having a physical address, business located inside Escambia County, with a post office box alone not being sufficient"
- Timeframe on the establishment of a physical business presence (None necessary, 6 months, 1 year)(Some counties require, some do not)
- > Tier the amount of preference based on low bid amount

```
5% Low bid between $ 50,000 - 249,999
3% 250,000 - 999,999
2% 1,000,000 and over
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➤ Institute a maximum local vendor benefit of \$ 50,000

### Escambia County Purchasing Worksheet

Instructions: This form is to be completed for any purchase of goods or contract for services where Escambia County will utilize a contract competitively bid by another governmental agency (i.e. "Piggyback"). Where the purchase requires approval by the Escambia County BCC, a copy of this completed form will be attached to the agenda backup. If BCC action is not required, then a copy will be filed with the Escambia Clerk prior to issuance of the purchase order.

Soliciting Agency:
Contract #
Vendor:
Item/Service:
1) Were formal or informal quotes obtained and attached, if necessary?
Y N
2) Was item/service posted to county opportunity website for at least 60 days prior to request, including contract pricing and specs?
Y N
3) Is the county purchasing at the same price as the soliciting agency?
Y N
Name and Title:
Sign and Date

1	Duse A Wrong	Clerk of Court
2	Aug Harris	Crush to the Board
3	Dan Childie	Clerk
4	Device Jana	CA.
5	Cruly V. Witterstactor	CAO
6	Bew M. Valuts	PC4
7	Lumin Mars	BCC
8	Stever Barry	BCC
9	Wilson Cobertson	Bec
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AGENDA WORK SESSION: 11, 2013

NAME DEPARTMENT/AGENCY

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1	Carla Umes	Community affairs
2	Mike WEAVER	MBS
3	Cing Lova	- 100
4	Le wa	FACILITION MET
5	Joy Black	PW
6	JARRY GOODWIN	PIW
7	WORAL MAYO	BI
8	Tom Turnel	ita
9	Sarah Rachtal	610
10	Brandi Ziglar	PLO
11	Bill Pearson	PW
12	Kathleen Dough-astro	Pro
13	Wes MOTENO	7/6
14	Clauda Semmore	Purch
15	HOWARD VANSELOW	Pensacola Bay Transportation
16	Davin Muse white	五 ,
17 -	Tinolly TA	CIE
18	Julia Pearsall	WARFE
19	Severy Morrison, IN	Integralat News
20	Sandra Slay	E. Enf.
21	Keith Wilkins	C+E
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23	Han alle	Estension
24	Hondwikers	NEFT
25	Kobert Turpin	CEE
26	LLOUD KERR	050
27	Alyson Can	DSD
28	Horace Isras	DSD
29	arotta Green	BCC3
30	Dawn Linche	3cc Quit 5

Page 2 of 3

AGENDA WORK SESSION: 11, 2013

NAME DEPARTMENT/AGENCY

1	Deanne Sumpson	Co. atty's Office
2	Bicky abellon	BCC DY
3	Dean Leishne	Bcc-2
4	Selaura Branguell	
5	Nate Markup	BCC DI
6	Jim Cox	PONTACOLA BONCH ADVOCATES
7	Jusso Casex	
8		EXCOTRANS.
9	Cour Blown	EXCOTRANS.
10	MICHAEL Rhodes	PARKS & RECREATION
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### REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP OF THE BOARD OF COUNTY COMMISSIONERS

**HELD JULY 2, 2013** 

BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

(9:06 a.m. – 10:48 a.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

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 Committee of the Whole (C/W) Workshop to order at 9:06 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 <u>Pensacola News Journal</u> on June 29, 2013, in the <u>Board of County Commissioners – Escambia County</u>, Florida Meeting Schedule July 1- July 5, 2013, Legal No. 1602231.

### REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER - Continued

### 3. <u>Discussion of Purchasing Procedures</u>

- A. Board Discussion The C/W viewed and discussed three PowerPoint Presentations entitled *Committee of the Whole July 2, 2013, Purchasing, A/E Selection Process April 2009,* and *Purchasing Internal Controls,* which were also provided in hard copy, presented by Claudia Simmons, Purchasing Manager, and Amy Lovoy, Director, Management and Budget Services Department, and the C/W:
  - (1) Was advised by Ms. Simmons that:
    - (a) Staff adheres to the provisions of Florida Statutes relating to procurement; however, staff will need to review recent revisions to the Statutes to ensure the County's continued compliance;
    - (b) The County participates in outreach programs, offers training for vendors several times a year, through the Small Business Development Center, and the County's website has a guide to doing business with the County, at <a href="http://www.myescambia.com/purchasing/doing-business-county">http://www.myescambia.com/purchasing/doing-business-county</a>; and
    - (c) A "Code of Conduct" Resolution, adopted in 2010, established a "blackout period" that begins with bid opening and continues until a contract is awarded by the Board (Resolution R2010-22, adopted on February 18, 2010, established a policy prohibiting lobbying and related communications during the source selection process);
  - (2) Relative to discussion concerning local preference for bidders:
    - (a) Was advised by Commissioner Barry that a standard preference to allow local contractors an opportunity to match the price of the low bid, if the low bid is not also a local contractor, is a relatively common practice throughout the State of Florida;
    - (b) Was advised by Ms. Lovoy that a Selection Committee typically applies a local preference to its weighting criteria; however, there is no local preference in the *(Purchasing)* Ordinance; and

(Continued on Page 3)

### REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

- 3. Continued...
  - A. Continued...
    - (2) Continued...
      - (c) Heard the suggestion from Commissioner May that the criteria for ranking bidders include the location, number of employees, and gross income of a bidder;
    - (3) Relative to discussion concerning the County's practice of piggybacking off of State Contracts to purchase vehicles and heavy equipment:
      - (a) Was advised by Commissioner Barry that other Florida Counties have instituted processes for which purchases are eligible for piggybacking; however, there is no documentation in the (vendor) files to reflect that Escambia County does the same;
      - (b) Was advised by Commissioner May that local vendors have indicated that they "do not want to lock into" a State Contract because the market can change and prices might be lower after a commitment is made;
      - (c) Heard the suggestion from Commissioner Valentino that Ms. Lovoy and Ms. Simmons "walk the halls" with all five Commissioners for input, to be presented at a future C/W Workshop;
      - (d) Heard the suggestion from Commissioner Barry that staff, at a specific time prior to making a purchase through piggybacking on a State Contract, post to the County's website the cost of the proposed purchase, in order to provide local vendors an opportunity to bid at or below the State Contract cost; and
      - (e) Was advised by Ms. Simmons that staff will begin immediately to review each Commissioner's issues and develop improvement processes; and

(Continued on Page 4)

### REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP - Continued

### AGENDA NUMBER – Continued

- 3. Continued...
  - A. Continued...
    - (4) Heard the suggestion from Commissioner Barry that an "equitable distribution program" be developed for smaller Contracts for Professional (A&E) Services (Governed by Florida Statute 287.055 [Consultants' Competitive Negotiation Act]) that are not committee-selected, which, to some degree, would remove the discretion from Purchasing staff (to award Contracts); and
    - (5) Was advised by Commissioner Robinson that he supports local preference and the "piggyback situation" referenced today; i.e., that planned purchases be posted on the County's website so that local vendors have an opportunity to match the prices on a State Contract; and
  - B. Board Direction The C/W recommends that the Board approve the Revised Standard Agreements, as follows:
    - (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

### Recommended 4-0, with Commissioner Valentino absent

### REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP - Continued

### ITEMS ADDED TO THE AGENDA BY COUNTY ATTORNEY ROGERS

- 1. <u>Recommendation:</u> That the Board 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:
  - A. 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;
  - B. 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
  - C. 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.

#### Recommended 5-0

### AGENDA NUMBER – Continued

#### 4. Adjourn

Chairman Valentino declared the C/W Workshop adjourned at 10:48 a.m.

Al-4700 Clerk & Comptroller's Report 16. 1. BCC Regular Meeting Consent

Meeting Date: 07/25/2013

Issue: Discussion Concerning the Audit of the Greater Pensacola Chamber

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

### **Recommendation:**

Discussion Concerning the Audit of the Greater Pensacola Chamber

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4648 Growth Management Report 16. 1.

BCC Regular Meeting Action

**Meeting Date:** 07/25/2013

Issue: Action Item - Tarklin Way Unplatted Subdivision

From: T. Lloyd Kerr, AICP, Department Director

**Organization:** Development Services

#### **RECOMMENDATION:**

That the Board waive the requirement for paved streets in an unplatted subdivision, Tarklin Way, per Section 4.01.05 of the Escambia County Land Development Code.

### **BACKGROUND:**

On July 24, 2013, Development Order PSD 130400007, Tarklin Way Unplatted Subdivision, was approved with a special project condition allowing unpaved streets contingent upon BOCC approval. A waiver may be granted by the BOCC per Section 4.01.05 of the Escambia County Land Development Code.

### **BUDGETARY IMPACT:**

All improvements will remain private with no financial obligation to Escambia County.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Section 4.01.05 of the Escambia County Land Development Code provides for this request to be approved by the Board.

### **PERSONNEL:**

No additional personnel are required for implementation of this waiver.

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### **IMPLEMENTATION/COORDINATION:**

N/A



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4647 County Administrator's Report 16. 1.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 07/25/2013

**Issue:** Request for Disposition of Property

From: Joy D. Blackmon, P.E.

**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 the Request for Disposition of Property Form for the Public Works Department indicating three items to be properly disposed of, which are described and listed on the Request Form, with reasons for disposition stated.

### **BACKGROUND:**

The surplus property listed on the attached Request for Disposition of Property Form has been checked, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Form has 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**

DATE:	6/27	TO: BOARD	OF COUNTY COMMISSION	NERS		
FROM:	Sherry Ho	alland	COST CENTER NO:	210401/2	210402	
i kom.		Custodian (PRINT NAME)		2104017.	210402	
REQUES	T THE FOLL	OWING ITEM(S) TO BE DIS	SPOSED:			
ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON- DITION
1	42476	TRUCK CREW FLATBED	1FDXF80C2SVA63818	F800	1995	OLD
2	44039	TRUCK ITON CREW CAB	1FDXF80E9VVA16453	FORD	1997	OLD
3	46177	TRUCK CREW CAB	1FDXF80E5WVA31047	F800	1998	OLD
	4.4					
DISPOSA	AL METHOD:	Junked	XXX Auction / Sold Other:			
	Low Lab	Donated	Other:			
Disposing	g Dept. RO.	AD DEPARTMENT	100.1			
Property C	Custodian (Sign	ature): Huly &	Phone No:	937-2123		
INFORMA	ATION TECHN	NOLOGY (IT Technician):				
Conditions	e. Die	pose to Charity-Unusable for BO	Print Name			
Condition		d for recycling-Unusable	acc .			
Computer	is Ready for D	isposition				
Date:	is Ready for D	Information Technology Tec	hnician Signature:			
TO: 0	County Admini	stration	Date: _ 6/2	7/7013		
	Escambia Count		TERRY GRAY	5		
			Director or de	signee	2	
					1/	
	IENDATION: Board of Count	y Commissioners	Date: 1-11-13	Ш	B	
	County Admini		Sent Ja	un	1	
		/	George Touart		0	
			Interim County Administrator			
Approved	by the County	Commission and Recorded in the			-	
			Pam Childers/Clerk o	the Circuit Cau	urt & Comptro	ller
			By (Deputy Clerk)			
This Equip	oment Has Beer	1 Auctioned / Sold				
		<del></del>			<u> </u>	
	Print Name Tag Returned to	Clerk & Comptroller's Finance	Signature Department		Date	
			- V.W.			
Clerk & C	Comptroller's Fi	nance Signature of Receipt	Date		dg 8-28-08	



### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4671 County Administrator's Report 16. 2.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 07/25/2013

**Issue:** Donation of Obsolete Radios to Escambia Search and Rescue

From: Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Donation of Obsolete Radios to Escambia Search and Rescue - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning disposition of surplus equipment and donation of obsolete radios to Escambia Search and Rescue, Inc. (ESAR), for use in assisting with search and rescue operations:

A. Approve the ten Request for Disposition of Property forms for the radios, which are no longer compatible with the County communication system, and are no longer needed for County purposes, to be appropriately disposed of through donation to ESAR;

B. Adopt a Resolution authorizing the conveyance of tangible personal property to ESAR for use in search and rescue operations in Escambia County, in compliance with Section 274.06, Florida Statutes; and

C. Authorize the Chairman to sign required documents related to the donation.

### **BACKGROUND:**

Florida Statues s. 274.06 authorizes the Board to dispose of certain tangible property, the value of which it estimates to be under \$5,000, in the most efficient and cost-effective means it determines. These radios are no longer compatible with Escambia County's communication system due to a conversion to the P25 Digital UHF system. These radios, purchased between 1988 and 2004, are VHF capable only.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Stephen West, Assistant County Attorney, approved the resolution as to form and legal sufficiency on July 12, 2013.

### **PERSONNEL:**

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Florida Statues requires the Board to follow certain procedures for proper disposal of tangible property owned by local governments.

### **IMPLEMENTATION/COORDINATION:**

Escambia Fire Rescue will ensure that Escambia Search and Rescue, Inc. receives the equipment.

### **Attachments**

Radio Disposal Forms

Resolution to donate radios to Escambia Search and Rescue

	Comptroller's Finance Depart ag Department: Public Safety		NTER NO:	330206	
John Sims		DATE:	07/02/2013		
97-A1-47-4 CANC A-27	an (PRINT FULL NAME)	DATE:	07/02/2013		
Property Custodia	an (Signature):	Phone No:	475-5530		
DEOUEST THE E	OLLOWING ITEM(S) TO BE DI	SPASED.			
TAG PROPERT (Y/N) NUMBER	Y DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N 052764	Radio	355CEA0383	MT2000	2004	Obsolete
N 053607	Radio Portable	355CEY1415	MT2000	2004	Obsolete
N 053604	Radio Portable	355CEY1412	MT2000	2004	Obsolete
N 500993	Radio Mobile 2 Way	621HQS0072	Syntor	1990	Obsolete
N 049264	Radio Mobile VHF	623AAY1013	MCS2000	2000	Obsolete
N 051107	VHF Radio	623CCS0280	MCS2000	2002	Obsolete
Disposal Comments:	Donated to Escambia Searc	ch & Rescue			
Computer is Ready for Date:  TO: County Adm FROM: Escambia Co	Information Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology Technology	mician Signature:  Michael D. Weaver			
RECOMMENDATIO  FROM: Board of County Adm	unty Commissioners	George Touart Interim County Administrator or	designee		
Approved by the Cou	nty Commission and Recorded in th	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Cou	rt & Comptro	ller
This Equipment Has I	Been Auctioned / Sold				
y:					
Print Name		Signature	-	Date	
	d to Clerk & Comptroller's Finance			2410	
Clerk & Comptroller's	s Finance Signature of Receipt	— Date	-		
		osition form. See Disposal process charts	for direction.	rev. sh 07.1	1.12

TO:		mptroller's Finance Departmer Department: Public Safety		NTER NO:	330206	
		popultino <u>nt. r abile edicty</u>				
John S	256.6	PRINT FULL NAME)	DATE:	07/02/2013		
Propert	ty Custodian (	Signature):	Phone No:	475-5530		
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	052771	Radio VHF	355CEA0390	MT2000	2004	Obsolete
N	052772	Radio VHF	355CEA0391	MT2000	2004	Obsolete
N	052773	Radio VHF	355CEA0392	MT2000	2004	Obsolete
N	052774	Radio VHF	355CEA0393	MT2000	2004	Obsolete
N	053597	Radio Portable	355CEY1405	MT2000	2004	Obsolete
N	053598	Radio Portable	355CEY1406	MT2000	2004	Obsolete
Disposal	l Comments:	Donated to Escambia Search &	Rescue			
Date:	er is Ready for E	Information Technology Technici	13 1			
TO:	MENDATION: Board of County County Adminis	Commissioners Stration	Date: 7-9-13 George Touart Interim County Administrator or	designee		
Approve	d by the County	Commission and Recorded in the M	Pam Childers, Clerk By (Deputy Clerk)	k of the Circuit Co	urt & Comptro	bller
This Equ	ipment Has Bee	n Auctioned / Sold				
by:						
	Print Name		ignature		Date	
Property	Tag Returned to	Clerk & Comptroller's Finance Dep	partment			
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Property C	Custodian, please o	complete applicable portions of disposition	on form. See Disposal process chart	s for direction.	rev. sh 07.1	11.12

FROM	I: Disposing D	epartment: Public Safety	COST CE	NIEK NO:	330206	
John S						
M. Lefter with a series	N 450 K	PRINT FULL NAME)	DATE:	07/02/2013		
Proper	ty Custodian (S	20	Phone No:	475-5530		
TAG	PROPERTY	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITIO
(Y/N)	NUMBER					COMBINIO
N	053599	Radio Portable MT20001	355CEY1407	MT2000	2004	Obsolete
N	053600	Radio Portable	355CEY1408	MT2000	2004	Obsolete
N	036109	Radio Base Station	L73JJB319OM	Mitrek	1988	Obsolete
N	052752	Radio	355CEA0371	MT2000	2003	Obsolete
N	052753	Radio	355CEA0372	MT2000	2003	Obsolete
N	052754	Radio	355CEA0373	MT2000	2003	Obsolete
Disposal	Comments:	Oonated to Escambia Search &	Rescue			
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Computed  Date:	Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for Disponent is Ready for	ose-Good Condition-Unusable for Bose-Bad Condition-Send for recyclin sposition  Information Technology Technician ration Date:	Michael D. Weaver  ate: 7-9-13  corge Touart terrim County Administrator or county and Childers, Clerk By (Deputy Clerk)	of the Circuit Cour		ller

TO:		mptroller's Finance Departme		TED NO	220206	
FROM:	Disposing L	Department: Public Safety	COST CEN	TER NO:	330206	
John Si	ms		DATE:	07/02/2013		
	y Custodian ( y Custodian (	PRINT FULL NAME) Signature):	Phone No:	475-5530		
PEONE	or the fold	OWING ITEMS TO BE DISP	OSED.			
TAG	PROPERTY	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	DESCRIPTION OF TIEM	SERIAL NOMBER	MODEL	Link	CONDITION
N	053131	Radio Portable	355CEN1756	MT2000	2004	Obsolete
N	052748	Radio	355CEA0367	MT2000	2003	Obsolete
N	052766	Radio VHF	355CEA0385	MT2000	2004	Obsolete
N	052767	Radio VHF	355CEA0386	MT2000	2004	Obsolete
N	052768	Radio VHF	355CEA03287	MT2000	2004	Obsolete
N	052770	Radio VHF	355CEA0389	MT2000	2004	Obsolete
Disposal	Comments:	Donated to Escambia Search 8	& Rescue			
Date: TO: FROM:	Disper is Ready for E	Information Technology Technic stration Date: 7/8/ ty Department Director (Signature) Director (Print Name	cian Signature:			
TO: FROM:	Board of County County Adminis	y Commissioners stration	George Touart Interim County Administrator or of		-	
Approve	d by the County	Commission and Recorded in the	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Co	urt & Comptr	oller
This Equ	ipment Has Bee	en Auctioned / Sold				
by:						
	Print Name		Signature		Date	
		Clerk & Comptroller's Finance D				
Clerk &	Comptroller's F	inance Signature of Receipt	Date		-	

TO:		nptroller's Finance Departme Department: Public Safety	nt	COST CEN	TER NO	330206	
		repartment. I usue carety				000200	
John Si				DATE:	07/02/2013		
Propert	y Custodian (	PRINT FULL NAME)					
Propert	y Custodian (S	Signature):	1/	Phone No:	475-5530		
DEOUE	CET THE FOLL	OWING ITEM(S) TO BE DISP	OCED.				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		L NUMBER	MODEL	YEAR	CONDITION
N	502107	Radio 2 Way	35	5AAE0741	MT2000	2000	Obsolete
N	053126	Radio Portable	35	5CEN1751	MT2000	2004	Obsolete
N	053127	Radio Portable	35	5CEN1752	MT2000	2004	Obsolete
N	053128	Radio Portable	359	5CEN1753	MT2000	2004	Obsolete
N	053129	Radio Portable	35	5CEN1754	MT2000	2004	Obsolete
N	053130	Radio Portable	35	5CEN1755	MT2000	2004	Obsolete
Disposal	Comments:	Donated to Escambia Search	& Rescue				
Conditio	ns:Disp	NOLOGY (IT Technician):  oose-Good Condition-Unusable for oose-Bad Condition-Send for recyc					
Compute	er is Ready for D	isposition					
Date:		Information Technology Technic	cian Signature:				
	County Adminis Escambia Count	tration Date: 7/8/1 y Department Director (Signature) Director (Print Nam	74	el D. Weaver			
TO:	MENDATION: Board of County County Adminis	Commissioners tration	Date: George Touart Interim County	4 Administrator or o	V		
Approve	d by the County	Commission and Recorded in the I	Minutes of:	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Cou	ırt & Comptro	bller
This Equ	ipment Has Beer	n Auctioned / Sold					
bv:							
0 12	Print Name		Signature			Date	
		Clerk & Comptroller's Finance D				Date	
	21 20 20 20 20 20 20 20 20 20 20 20 20 20	nance Signature of Receipt		Date			

TO:		omptroller's Finance Departmen		OOT OF	IEED NO	000000	
FROM:	Disposing	Department: Public Safety		COST CEN	TER NO:	330206	
John Si	ms		I	DATE:	07/02/2013		
Propert	y Custodian	(PRINT FULL NAME)					
	y Custodian	0/	P	Phone No:	475-5530		
DEONE	OT THE EOI	I OWING ITEM(C) TO DE DICO	ocen.				
TAG	PROPERTY	LOWING ITEM(S) TO BE DISPO	SERIAL NUN	MBER .	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	DESCRIPTION OF FIEM	berta is 1101	VIDERC	MODEL		
N	052759	Radio VHF	355CEA037	78	MT2000	2004	Obsolete
N	052760	Radio VHF	355CEA037	79	MT2000	2004	Obsolete
N	052777	Radio VHF	355CEA039	96	MT2000	2004	Obsolete
N	052778	Radio VHF	355CEA039	97	MT2000	2004	Obsolete
N	052769	Radio VHF	355CEA038	38	MT2000	2004	Obsolete
N	052775	Radio VHF	355CEA039	94	MT2000	2004	Obsolete
Disposal	Comments:	Donated to Escambia Search &	Rescue				
INFORM	MATION TEC	HNOLOGY (IT Technician):					
		1	Print Name				
Conditio	ne: Di	spose-Good Condition-Unusable for	ROCC				
Conditio		. 7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -					
	Di	spose-Bad Condition-Send for recycl	ling-Unusable				
	· D 1 6	D: 14					
Compute	er is Ready for	Disposition					
Date:		Information Technology Technic	ian Signature:		7		
		0/6	1,3	7.	1		
TO:	County Admir	nistration Date: //8/	$\sim$				
FROM:	Escambia Cou	nty Department Director (Signature)	:				
			/c				
		Director (Print Name	e): Michael D.	Weaver			
		Committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the commit	1/20	13	1		<del></del>
	MENDATION		Date: 7-9-	13	- 4		
TO:	Board of Cour	nty Commissioners	X.	2	1		
FROM:	County Admir	nistration	Sine	Dono	all		-
			George Touart				
			Interim County Admi	inistrator or	designee		
Approxim	d by the Coun	ty Commission and Recorded in the N	Minutes of				
Approve	d by the Coun	ty Commission and Recorded in the I		'hildere Clerl	of the Circuit Co	urt & Compte	rollor
					tor the Choun Co	urt & Compti	Ollet
			Бу (Бе	eputy Clerk)			, , , , , , , , , , , , , , , , , , , ,
This Equ	ipment Has B	een Auctioned / Sold					
by:							
	Print Name		Signature			Date	
		to Clerk & Comptroller's Finance De					
P			* 30000				
Clerk &	Comptroller's	Finance Signature of Receipt	Date				
					Can diment	ray of 07	11 12
roperty (	Custodian, pleas	e complete applicable portions of disposit	ion form. See Disposal	process chart	s for direction.	rev. sh 07.	11.12

TO:	Clerk & C	omptroller's Finance Departn	nent				
FROM:	Disposing	Department: Public Safety		COST CEN	NTER NO:	330206	
John Sir	ms			DATE:	07/02/2013		
		(PRINT FULL NAME)					
	y Custodian	1 /	11	Phone No:	475-5530		
		A COMPANY TO DE DAG	DOCED.				
		DESCRIPTION OF ITEM	SPOSED:	L NUMBER	MODEL	YEAR	CONDITION
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIA	L NOWIDER	MODEL	Litte	CONDITION
(1 / IN)	052776	Radio VHF	35	5CEA0395	MT2000	2004	Obsolete
N	053601	Radio Portable		5CEY1409	MT2000	2004	Obsolete
N	053603	Radio Portable		5CEY1411	MT2000	2004	Obsolete
N	501695	Radio Portable		5AUW0109	MT2000	1994	Obsolete
N	501767	Radio Port 2 Way		N/A	MT2000	1995	Obsolete
N	501859	Radio Base Station	45 Wat	tt 16 CHRemote	Desktrial	1996	Obsolete
Disposal	Comments:	Donated to Escambia Search	h & Rescue				
DIEODA	ATION TEC	HNOLOGY (IT Technician):					
Condition		ispose-Good Condition-Unusable f					
	Di	ispose-Bad Condition-Send for rec	ycling-Unusable				
C	- :- D d C	Disposition					
Compute	er is Ready for	Disposition					
Date:		Information Technology Tech	nician Signature:	N			
TO:	County Admir	nistration Date: 7/8/	13				
FROM:	Escambia Cou	inty Department Director (Signatu	re):	W			
		Director (Print Na	ame): Mich	ael D. Weaver	A		
DECOM	MENDATION	NI.	Date:	79-13	W. Carlotte		
	MENDATION	nty Commissioners	Date.	1	- 1)		
	County Admir		Au	Me Don	n St		
FROM.	County Admin	listration	George Touar	y care			
				y Administrator or	designee		
Approve	d by the Coun	ty Commission and Recorded in the	ne Minutes of:				
				Pam Childers, Cler	k of the Circuit Co	urt & Comptr	oller
				By (Deputy Clerk)	-		
This Equ	ipment Has B	een Auctioned / Sold					
by:			4				
	Print Name		Signature			Date	
		to Clerk & Comptroller's Finance	Department				
£0.76473	Q. 2. 3. 5. 161 (A		_	<u>.</u>		-	
		Finance Signature of Receipt		Date			11.10
Property (	Custodian, pleas	se complete applicable portions of disp	osition form. See I	Disposal process chart	ts for direction.	rev. sh 07.	11.12

TO:	Clerk & Cor	nptroller's Finance Departme	nt				
FROM	: Disposing D	epartment: Public Safety		COST CEN	NTER NO:	330206	
John S	ims			DATE:	07/02/2013		
70.00		PRINT FULL NAME)					
Propert	y Custodian (S	Signature):		Phone No:	475-5530		
REOUE	ST THE FOLL	OWING ITEM(S) TO BE DISPO	OSED:				
TAG	PROPERTY	DESCRIPTION OF ITEM		NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	U.S 1 1 1 1 1 1 1		2			
N	053605	Radio Portable		CEY1413	H01KDD9AA4N	2004	Obsolete
N	501671	Radio Portable	227.0	UW0112Z	MT2000	1994	Obsolete
N	501973	Portable Radio		AYJ2987	MT2000	1998	Obsolete
N	502046	Base Station		SZG0B08	L53SUM70D0B	1999	Obsolete
N	502105	Radio 2 Way		AE07R397	MT2000	2000	Obsolete
N	502106	Radio 2 Way	355A	AE07R402	MT2000	2000	Obsolete
Disposal	Comments:	Donated to Escambia Search	& Rescue				
	_						
INIEODA	AATION TECH	NOLOGY (IT Technician):					
INFORM	MATION TECH	그 경우 그리고 얼마나 사람이 어떻게 되었다.					
			Print Name				
Conditio	ns: Disp	ose-Good Condition-Unusable for	BOCC				
		ose-Bad Condition-Send for recyc					
			inig-Onusable				
Compute	er is Ready for D	isposition					
Date:		Information Technology Technic	cian Signature:		$\sim$		
		- 7/0/1	7	-//	j		
TO:	County Adminis	tration Date: )/8/1	2	N			
FROM:	Escambia Count	y Department Director (Signature)	:	MA	/		
			-	100		/	
		Director (Print Name	e): Michae	D. Weaver	/		
		Director (Frinterson	7		A		
RECOM	MENDATION:		Date://7-	-9-13	_ / [ ]		
TO:	Board of County	Commissioners	- 5	2	$-$ ( $\nu$		
FROM:	County Adminis	tration	XIM	a Opena	en		
			George Touart		1		
			•	Administrator or	designee		
			internii County	Administrator or	designee		
Approve	d by the County	Commission and Recorded in the N	Minutes of:				
			F	Pam Childers, Clerk	of the Circuit Cou	rt & Comptr	oller
			E	By (Deputy Clerk)			
This Equ	ipment Has Beer	n Auctioned / Sold					
by:	Print Name		Cianature			Data	
		Clerk & Comptroller's Finance Do	Signature			Date	
roperty	rag Keturneu to	Cierk & Computation & Finance Do	-partificit				
CI- 1- 0	C	en en en	-	V. a.s.			
Clerk &	comptroller's Fi	nance Signature of Receipt	1	Date			

CY /N)   NUMBER	TO:	Clerk & Cor	mptroller's Finance Departmen	nt			
Property Custodian (PRINT FULL NAME)  Property Custodian (Signature):	FROM	: Disposing D	epartment: Public Safety	COST CEN	ITER NO:	330206	
Property Custodian (PRINT FULL NAME)  Property Custodian (Signature):	John Si	ims		DATE	7/8/2013		
Property Custodian (Signature):			PRINT FULL NAME)	BATTE.	170/2010		
TAG   PROPERTY   DESCRIPTION OF ITEM   SERIAL NUMBER   MODEL   YEAR   CONDITION			1/9	Phone No:	475-5530		
TAG   PROPERTY   NUMBER   NODEL   YEAR   CONDITION   NUMBER   NODEL   YEAR   CONDITION   NUMBER   NOS3522   Radio Mobile   623CDW0246   MC\$2000   2003   Obsoilete   NOS3690   Radio Portable MT2000   335GEY1417   MT2000   2004   Obsoilete   NOS3691   Radio Portable   MT2000   355GEY1369   MT2000   2003   Obsoilete   NOS3691   Radio Portable   MT2000   355GEY1369   MT2000   2004   Obsoilete   NOS3691   Radio Portable   MT2000   355GEY1369   MT2000   2004   Obsoilete   NOS3691   Radio Portable   MT2000   3004   Obsoilete   NOS3691   Radio Portable   MT2000   MT2000   2004   Obsoilete   NOS3691   Radio Portable   MT2000   MT2000   2004   Obsoilete   NOS3691   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2000   MT2	REOUE	ST THE FOLL	OWING ITEM(S) TO BE DISPO	OSED:			
N 053609 Radio Portable M72000 355CEY1417 M72000 2004 Obsolete N 052755 Radio 355CEA D 3 7-4 M72000 2003 Obsolete N 053991 Radio Portable 355CEY1399 M72000 2003 Obsolete N 053991 Radio Portable 355CEY1399 M72000 2003 Obsolete N 550777 Radio Mobile 16CH 621HON1416 Syntor X9000 1990 Obsolete N 550777 Radio Mobile 16CH 621HON1416 Syntor X9000 1990 Obsolete Disposal Comments: Donated to Escambia Search & Rescue  INFORMATION TECHNOLOGY (IT Technician):  Print Name Conditions: Dispose-Good Condition-Unusable for BOCC Dispose-Bad Condition-Send for recycling-Unusable Computer is Ready for Disposition  Date: Information Technology Technician Signature:  TO: County Administration Date: Director (Signature):  Director (Print Name): Michael D. Weaver  RECOMMENDATION: Date: 1-9-13 TO: Board of County Commissioners FROM: County Administration  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	TAG	PROPERTY			MODEL	YEAR	CONDITION
N 052755 Radio 355CEA 0 3 7-4 MT2000 2003 Obsolete N 035991 Radio Portable 355CEY19399 MT2000 2004 Obsolete N 500777 Radio Mobile 16CH 621HON1416 Syntor X9000 1990 Obsolete N 500777 Radio Mobile 16CH 621HON1416 Syntor X9000 1990 Obsolete Disposal Comments: Donated to Escambia Search & Rescue  Disposal Comments: Donated to Escambia Search & Rescue  Print Name  Conditions: Dispose-Good Condition-Unusable for BOCC Dispose-Bad Condition-Send for recycling-Unusable  Computer is Ready for Disposition  Date: Information Technology Technician Signature:  TO: County Administration Date: Director (Print Name): Michael D. Weaver  FROM: Escambia County Department Director (Signature): Director (Print Name): Michael D. Weaver  RECOMMENDATION: Date T-9-13  To: Board of County Commissioners FROM: County Administration	N	052522	Radio Mobile	623CDW0246	MCS2000	2003	Obsolete
N 053591 Radio Portable 355CEY1399 MT2000 2004 Obsolete N 500777 Radio Mobile 16CH 621HON1416 Syntor X9000 1990 Obsolete Disposal Comments: Donated to Escambia Search & Rescue    Disposal Comments	N	053609	Radio Portable MT2000		MT2000	2004	Obsolete
N 500777 Radio Mobile 16CH 621HGN1416 Syntox \$5000 1990 Obsoide  Disposal Comments:  Donated to Escambia Search & Rescue    Print Name	N	052755	Radio	355CEA D 3 74	MT2000	2003	Obsolete
Disposal Comments: Donated to Escambia Search & Rescue  INFORMATION TECHNOLOGY (IT Technician):  Print Name  Conditions:  Dispose-Good Condition-Unusable for BOCC  Dispose-Bad Condition-Send for recycling-Unusable  Computer is Ready for Disposition  Date:  Information Technology Technician Signature:  TO: County Administration  Date:  Director (Print Name):  Michael D. Weaver  RECOMMENDATION:  TO: Board of County Commissioners  FROM: County Administration  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	N	053591	Radio Portable	355CEY1399	MT2000	2004	Obsolete
INFORMATION TECHNOLOGY (IT Technician):  Print Name  Conditions:  Dispose-Good Condition-Unusable for BOCC  Dispose-Bad Condition-Send for recycling-Unusable  Computer is Ready for Disposition  Date:  Information Technology Technician Signature:  TO: County Administration Date:  Director (Print Name):  Michael D. Weaver  RECOMMENDATION:  TO: Board of County Commissioners FROM: County Administration  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	N	500777	Radio Mobile 16CH	621HQN1416	Syntor X9000	1990	Obsolete
Conditions: Dispose-Good Condition-Unusable for BOCC Dispose-Bad Condition-Send for recycling-Unusable  Computer is Ready for Disposition  Date: Information Technology Technician Signature:  TO: County Administration Date: Director (Signature):  Director (Print Name): Michael D. Weaver  RECOMMENDATION: TO: Board of County Commissioners FROM: County Administration		-		Rescue			
Print Name  Director (Print Name):  Michael D. Weaver  Michael D. Weaver  Michael D. Weaver  Date: 7-9-13  Date: 7-9-13  George Touart Interim County Administrator or designee  Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk)  Print Name  Signature  Date  Date: 7-9-13  Pan Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk)  Date			isposition				
RECOMMENDATION: TO: Board of County Commissioners FROM: County Administration  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			y Department Director (Signature):				
TO: Board of County Commissioners FROM: County Administration  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			Director (Print Name	e); Wildhael D. Weaver	1		
Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk)  This Equipment Has Been Auctioned / Sold  by: Print Name Signature  Date	TO:	Board of County	Commissioners tration	Serge Touart	designee		
By (Deputy Clerk)  This Equipment Has Been Auctioned / Sold  by: Print Name Signature Date	Approve	d by the County	Commission and Recorded in the M	finutes of:			
by:					of the Circuit Cou	rt & Comptro	oller
Print Name Signature Date	This Equ	ipment Has Beer	n Auctioned / Sold				
Date	by:						
		Print Name	S	ignature	******	Date	
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TO:	Clerk & Co	mptroller's Finance Departmen	t			
FROM	: Disposing l	Department: Public Safety	COST CE	NTER NO:	330206	
John Si	ims		DATE:	07/02/2013		
		(PRINT FULL NAME)	7117-	-		•
	y Custodian (		Phone No:	475-5530		
		LOWING ITEM(S) TO BE DISPO				
TAG	PROPERTY	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	D. J. D. C. C. J.	0704750050	-	4000	
N	501487 052780	Radio Base Station Radio VHF	276ATE0053	Spectra	1993	Obsolete
N	052784	Radio VHF	355CEA0399 355CEA0403	MT2000 MT2000	2004	Obsolete Obsolete
N	053606	Radio Portable	355CEX0403	MT2000	2004	Obsolete
N	052751	Radio	355CEA0370	MT2000	2004	Obsolete
7						
Disposal	Comments:	Donated to Escambia Search &	Rescue			
•		Deliated to Education &	recode			
Date:	MENDATION	Information Technology Technicistration  Date: 7/8/1  stration Date: 7/8/1  Director (Signature):  Director (Print Name)				
FROM: 0	County Admini	stration		- 15	•	
			Pam Childers, Cler By (Deputy Clerk)	rk of the Circuit Co	urt & Comptr	oller
This Equ	ipment Has Be	en Auctioned / Sold				
by:						
4	Print Name	Si	gnature		Date	
Property	Tag Returned to	o Clerk & Comptroller's Finance Dep		- 10		
Clerk & (	Comptroller's F	inance Signature of Receipt	Date			
		complete applicable portions of disposition		ts for direction.	rev. sh 07.	11.12

### RESOLUTION NUMBER R2013-\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF TANGIBLE PERSONAL PROPERTY TO ESCAMBIA SEARCH AND RESCUE, INC., AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Property) more particularly described in the attached Exhibit A; and

WHEREAS, Escambia Search and Rescue, Inc. (ESAR) is a non-profit corporation that trains for and responds to many different types of incidents, including lost children, missing hunters, drowning victims, overdue boats, natural disasters, and missing persons with Alzheimer's, Autism or other forms of dementia.

WHEREAS, ESAR has requested that the County convey the Property to it for use in its search and rescue program; and

WHEREAS, the Board of County Commissioners has determined that the Property, the value of which is estimated to be under \$5,000, it is not needed for County purposes and that it is in the best interest of the County to convey the Property to ESAR under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to ESAR is authorized pursuant to Section 274.06, Florida Statutes;

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

<u>Section 1.</u> The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Property shall be donated by the County to ESAR for no consideration and with all other costs associated with accepting the Property being borne by ESAR. 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 Deputy Clerk (SEAL) This document approved as to form and legal sufficiency.

> By Title

### EXHIBIT A

- 52 Motorola VHF MT2000 handheld radios
- 2 Motorola VHF Syntor mobile radios4 VHF desktop base stations (purchased between 1988 through 2004)



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4673 County Administrator's Report 16. 3.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 07/25/2013

Issue: Community Redevelopment Agency Meeting Minutes, June 20, 2013

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 20, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the June 20, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

### **BACKGROUND:**

On June 20, 2013, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

### **PERSONNEL:**

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

It is policy that all Board Minutes be approved by the CRA Board.

#### **IMPLEMENTATION/COORDINATION:**

There are no Implementation or Coordination tasks associated with this recommendation.

#### **Attachments**



# MINUTES COMMUNITY REDEVELOPMENT AGENCY June 20, 2013 8:45 a.m.

### BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present: Chair Lumon J. May

Vice Chair Gene M. Valentino

Commissioner Grover Robinson, IV Commissioner Steven L. Barry

Absent: Commissioner Wilson Robertson

Staff Present: George Touart, Interim County

Administrator

Alison Rogers, County Attorney Keith Wilkins, Department Director

Call to Order.

### (PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

### I. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes.

May 16, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the May 16, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

Vote: 4 - 0

### II. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 303 Payne Road - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 303 Payne Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert E. Coffield, the owner of residential property located at 303 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,487 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien
Agreements for 9 Brandywine Road - Keith Wilkins, Community & Environment
Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 9 Brandywine Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and David W. Fitcher, the owner of residential property located at 9 Brandywine Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,087 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

3 Recommendation Concerning Cancellation of Six Residential Rehab Grant Program
Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program:

A. Approve the following six lien cancellations, as the recipients have met their Grant requirements:

Property Owner Property Address Lien Amount

Wanda D. Brown	416 South 1st Street	\$4,784
Kara Jean Burgess	619 McCarroll Road	\$4,398
Cathy L. Cooksey	225 Southeast Payne Road	\$2,784
Deanna L. Smith	1005 Colbert Avenue	\$2,740
Edna V. Thompson	403 Southeast Syrcle Drive	\$1,317
Eric M. and Carol A. Wood	509 Chaseville Street	\$5,067

B. Authorize the Chairman to execute the Cancellation of Lien documents

Vote: 4 - 0

4 Recommendation Concerning Cancellation of Seven Commercial Facade.

Landscape, and Infrastructure Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board approve the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program:

A. Approve the following seven Commercial Facade, Landscape, and Infrastructure Grant Program Lien Cancellations, as the Grant recipients have met their requirements:

Property Owner	Property Address	Lien Amount
Beulah's Pre-K and Learning Center, Inc.	1505 West Avery Street	\$2,350
Yvonne A. Walker	3733 Navy Boulevard	\$1,175
Ball Bushing Warehouse, LLC	3825 West Navy Boulevard	\$9,525
Eugene S. Kerr	1002 North Navy Boulevard	\$10,000
Kerr Treehouse Day Care and Learning Center, Inc.	3912 Barrancas Avenue	\$9,437
Litedra Burgess	919 West Michigan Avenue	\$619
Dwyke L. Rushing	1720 West Fairfield Drive	\$10,000

B. Authorize the Chairman to sign the Lien Cancellation documents.

Vote: 4 - 0

5 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 115 Rue Max Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 115 Rue Max Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements

between Escambia County CRA and Nancy McAllister, the owner of residential property located at 115 Rue Max Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,037 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

6 Recommendation Concerning Residential Rehab Grant Program Funding and Lien
Agreements for 102 Jamison Street - Keith Wilkins, Community & Environment
Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 102 Jamison Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Carl M. and Diana L. Manning, the owners of residential property located at 102 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$4,137, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer and installing a new roof; and

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

Vote: 4 - 0

III. Discussion/Information Items

Adjournment.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4638 County Administrator's Report 16. 1.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Supplemental Budget Amendment #194 - 2014 State Housing Initiatives

Partnership Program (SHIP) Funds

From: Amy Lovoy

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #194 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #194, State Housing Initiatives Partnership Program (SHIP) Fund (120) and the General Fund (001) in the amount of \$527,672, to recognize the 2014 SHIP Program allocation provided by the Florida Housing Finance Corporation (FHFC), and to appropriate these funds to support Grant-funded affordable housing activities in Escambia County and the City of Pensacola.

#### **BACKGROUND:**

On June 13, 2013, Florida Housing Finance Corporation (FHFC) Program provided notice of the impending distribution of State Housing Initiatives Partnership (SHIP) based upon actions of the Florida Legislature regarding allocation of Mortgage Fraud Settlement funds. Such funds must be budgeted and expended for SHIP eligible affordable housing activities within limitations stipulated by the Legislature and FHFC. The \$526,015 should be budgeted and expended in conjunction with the 2014 SHIP Program funds. This supplemental also incorporates the transfer of indirect cost to the General Fund in the amount of \$1,657. SHIP is managed and implemented by Neighborhood Enterprise Foundation (NEFI) in cooperation with the City of Pensacola and other involved agencies.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 120 by \$526,015 and Fund 001 by \$1,657.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Board policy requires increases and decreases in revenues to be approved by the Board.

SBA#194

# 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 has been awarded an allocation via Florida Housing Finance Corporation (FHFC) for the 2014 State Housing Initiatives Partnership Program (SHIP) and this funding must now 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:

State Housing Initiatives Partnership Program	1		
(SHIP) 2014	120		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2014 SHIP Grant	120	335706 (new)	526,015
			320,0.0
ndirect Cost - Other (SHIP)	001	369936	1,657
Total			\$527,672
		Account Code/	
Appropriations Title	Fund Number/Cost Center		Amount
Appropriations Title Other Contractual Services	120 / 220444 (new)	Project Number 53401	Amount
	120 / 220444 (flew)	33401	\$14,123
(NEFI, City & other admin. support svcs.) Other Current Charges & Obligations	120 / 220444 (new)	54901	\$1,657
(Indirect Cost)	120 / 220444 (New)	J4301	\$1,037
Other Grants & Aids	120 / 220444 (new)	58301	\$510,235
other Grants & Auds	120 / 220+++ (11cw)	30301	ψ010,230
Reserves for Operating	001/110201	59805	1,657
Total			\$527,672
that the foregoing Supplemental Bud ATTEST: PAM CHILDERS			Resolution.
that the foregoing Supplemental Bud ATTEST: PAM CHILDERS		e upon adoption of this  BOARD OF COUNTY C	Resolution. COMMISSIONERS TY, FLORIDA
hat the foregoing Supplemental Bud ATTEST: PAM CHILDERS		We upon adoption of this BOARD OF COUNTY COUNTY COUNTY OF ESCAMBIA COUNT	Resolution. COMMISSIONERS TY, FLORIDA
that the foregoing Supplemental Budge ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		We upon adoption of this BOARD OF COUNTY COUNTY COUNTY OF ESCAMBIA COUNT	Resolution. COMMISSIONERS TY, FLORIDA
		We upon adoption of this BOARD OF COUNTY COUNTY COUNTY OF ESCAMBIA COUNT	Resolution. COMMISSIONERS TY, FLORIDA



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4682 County Administrator's Report 16. 2

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: SBA#197 - Drug Court Expansion Grant

From: Amy Lovoy, Department Head

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #197 - Amy Lovoy.

Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #197, Other Grants and Projects Fund (110) in the amount of \$365,000, to recognize proceeds from the Office of the State Courts Administrator (OSCA), and to appropriate these funds for Fiscal Year 2013-2014 Drug Court treatment services in Escambia County.

#### **BACKGROUND:**

OSCA has awarded Escambia County the FY2013-14 allocation of Drug Court Treatment grant funds. These funds will be used for the upcoming State of Florida fiscal year.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$365,000.

#### **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#197

# Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

Resolution	Number
2013-	

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 County Budget.

WHEREAS, The Escambia County Courts was awarded its Fiscal Year 2013-14 funds for Drug Court Treatment Services by the Office of the State Courts Administrator (OSCA), and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title Drug Court Expansion Grant	Fund Number 110	Account Code 331822	Amount 365,000
Total			365,000
Appropriations Title Other Contractual Services	Fund Number/Cost Center 110/410568	Account Code/ Project Number 53401	<b>Amount</b> 334,000
Travel	110/410568	54001	555
Postage	110/410568	54201	729
Operating Supplies	110/410568	55201	22,300
Books/Pubs/Subs	110/410568	55401	850
Other Grants in Aids	110/410568	58301	6,566
Total			365,000
NOW THEREFORE, be it resolved that the foregoing Supplemental Bud			
ATTEST:			
PAM CHILDERS		BOARD OF COUNTY C	OMMISSIONERS
CLERK OF THE CIRCUIT COURT		OF ESCAMBIA, COUNT	Y, FLORIDA
Deputy Clerk		Gene M. Val	entino, Chairman
Adopted			
OMB Approved			
Supplemental Budget Amendment			
# 107			



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4658 County Administrator's Report 16. 3. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: Certification of Taxable Value
From: Amy Lovoy, Department Head

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Fiscal Year 2013/2014 Certification of Taxable Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2013/2014 Budget:

A. Certify the millage rates for Fiscal Year 2013/2014, as follows: County-wide Operating – 6.6165
Law Enforcement MSTU (Municipal Services Taxing Unit) – .685
Library MSTU – .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public, the millage rates must be certified by August 4, 2013.

The millage rate for the Sheriff's MSTU is unchanged; the millage rate for the Library MSTU was broken out from the County-wide millage rate and will be used for Library services in Fiscal Year 2013/2014;

- B. Certify the proposed millage rates at .12% below the aggregate rolled back rate;
- C. Affirm the Boards intent to maintain the current revenue allocation at the 34.3% increment in the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2013/2014;
- D. Schedule a Public Hearing on the Fiscal Year 2013/2014 Budget for September 10, 2013, at 5:01 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida; and
- E. Schedule a Public Hearing to adopt the Fiscal Year 2013/2014 non-ad valorem special assessment roll at 5:02 p.m., on September 10, 2013, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida.

#### **BACKGROUND:**

Florida Statues 200.065 requires Counties to certify to the Property Appraiser the proposed millage rate, roll back rate and the date, time and place of the first public hearing to adopt the budget. The Property Appraiser will then use this data to mail to all affected property owners in the County their estimated property taxes for the coming year and notify them of the public hearing to adopt the budget and these tax rates.

#### **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

Al-4496 County Administrator's Report 16. 4. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** CR-97 Jack's Branch Road Safety Improvements

From: Amy Lovoy, Department Head

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning County Road 97 Jacks Branch Road Safety Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 12-13.046, for the County Road 97 (Jacks Branch Road) Safety Improvements to Roads, Inc., of NWF, in the base bid amount of \$2,415,593.11, and Alternate #2, in the amount of \$278,525.52, for a total award amount of \$2,694,118.63.

[Funding: Fund 352, LOST III, Cost Center 210113, Object Code 56301, Project #13EN2325]

#### **BACKGROUND:**

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on July 7th and 10th, 2013 and three bidders responded.

#### **BUDGETARY IMPACT:**

Funding: Fund 352 LOST III, Cost Center 210113, Object Code 56301, Project #13EN2325

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The attorney's Standard Form of Contract will be used.

#### **PERSONNEL:**

NA

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, FL Code of Ordinance Chapter 46, Article II, Purchases and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Order.

#### PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: CR97 (Jacks Branch Road Safety Improvements BID # PD 12-13.046										
Bid Opening Time: 2:00 pm CDT Bid Opening Date: 07/10/2013 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney	Drug-Free Workplace Form	Information Sheet for Transactions &	Certificate of Authority to do Business	Acknowl of Addenda	Sworn Statement Pursuant to Section	Bid Total	Alternate 1	Alternate 2
NAME OF BIDDER			at Law for a foreign state		Conveyances Corporation ID	in the State of Florida		287.133(3) (a), FL Statutues on Entity Crimes			
APAC Mid-South Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$3,546,288.50	\$98,469.40	\$559,431.60
Panhandle Grading & Paving Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,467,786.81	\$77,713.10	\$261,861.60
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,415,593.11	\$103,200.65	\$278,525.52
BIDS OPENED BY:	Joe F. Pilli	tary, Jr., P	urchasing Co	pordinator D	PATE: 7/10//201	3					
BIDS TABULATED BY:	Angie Hol	brook, SC	OSA	D	ATE: 07/10/201	13					
BIDS WITNESSED BY:	Angie Hol	Angie Holbrook, SOSA DATE: 07/10/2013									

CAR DATE 7/25/2013 BOCC

DATE 7/25/2013

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Roads, Inc. of NWF in the amount of \$2,694,118.63

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:





# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4433 County Administrator's Report 16. 5.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Speed Reductions - Multiple Roadways

**From:** Joy D. Blackmon, P.E.

Organization: Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reductions, per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

- 1. Forest Pines Drive, from Chicago Avenue to north end of roadway;
- 2. Ridgebrook Court, from Bush Street to north end of roadway;
- 3. Claridge Place, from Ashland Avenue to Ridgebrook Court;
- 4. Baywoods Lane, from City limit to end of roadway;
- 5. Whisper Drive, from Baywoods Lane to Whisper Way;
- 6. Whisper Court, from Whisper Drive to end of roadway;
- 7. Whisper Circle, from Whisper Way to end of roadway;
- 8. Whisper Way, from Scenic Highway to end of roadway;
- 9. Camale Drive, from Whisper Way to end of roadway;
- 10. Sundance Lane, from CR 97 to west end of roadway; and
- 11. Sundial Circle, from Sundance Lane to Sundance Lane; and
- B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

#### **BACKGROUND:**

The Transportation & Traffic Operations Division received requests from citizens to lower the speed limit on these roads. After evaluating the condition of the roadways and the requests for lower speed limits, County staff supports the reductions based on the roadway geometrics.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

#### **BUDGETARY IMPACT:**

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

#### **IMPLEMENTATION/COORDINATION:**

The appropriate speed limit signs have been installed on all roadways. Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

#### **Attachments**

Speed Limit Resolution
Speed Limit Maps

#### RESOLUTION NUMBER R2013-\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON ELEVEN ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Board of County Commissioners ("Board") is authorized under §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following eleven roads; and

WHEREAS, County staff has conducted a speed study on the following roads that is consistent with §316.189(2)(a), Florida Statutes, and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

**SECTION 1.** That the above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

Forest Pines Drive from Chicago Avenue to north end of roadway; Ridgebrook Court from Bush Street to north end of roadway; Claridge Place from Ashland Avenue to Ridgebrook Court; Baywoods Lane from City limit to end of roadway; Whisper Drive from Baywoods Lane to Whisper Way; Whisper Court from Whisper Drive to end of roadway; Whisper Circle from Whisper Way to end of roadway; Whisper Way from Scenic Highway to end of roadway; Camale Drive from Whisper Way to end of roadway;

Sundance Lane from CR 97 to west end of roadway; and Sundial Circle from Sundance Lane to Sundance Lane.

<u>SECTION 3.</u> That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

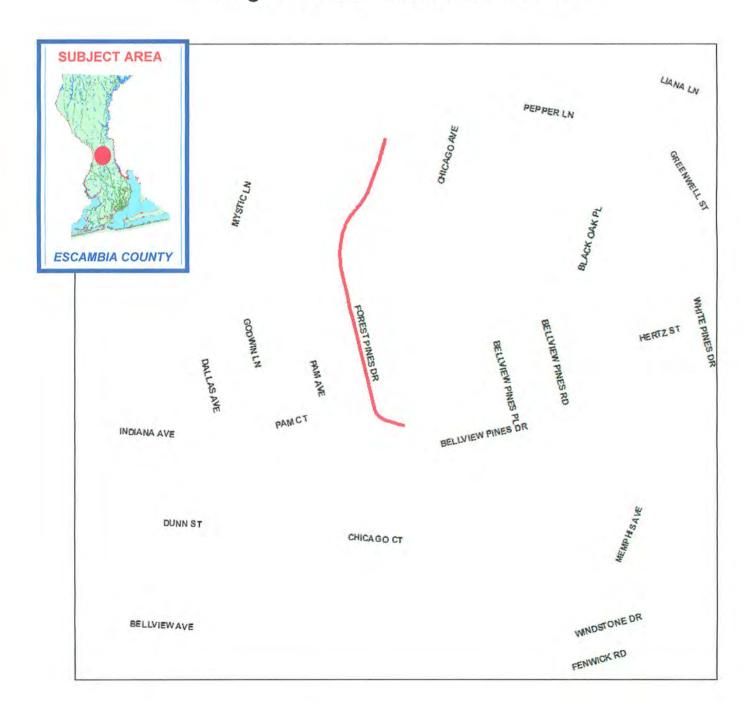
<u>SECTION 4.</u> That these new limitations shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

ADOPTED this day of	2013.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	By: Gene M. Valentino, Chairman
TEST: Pam Childers Clerk of the Circuit Court	
By: Deputy Clerk	<del></del>
EAL)	
	This document approved as to and legal sufficiency.  By:
	Title: ACIT

### SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

# **Forest Pines Drive**

Chicago Avenue - North End of Road



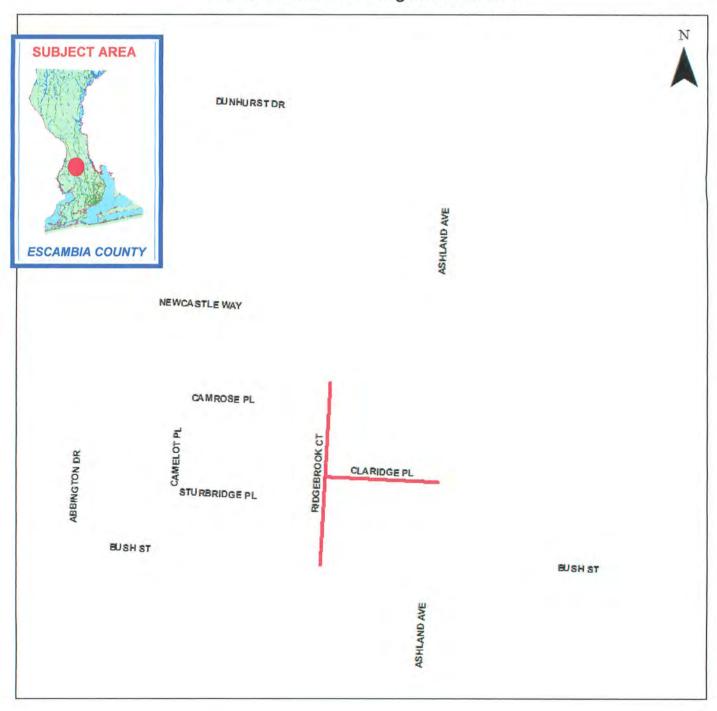
## SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

## **Ridgebrook Court**

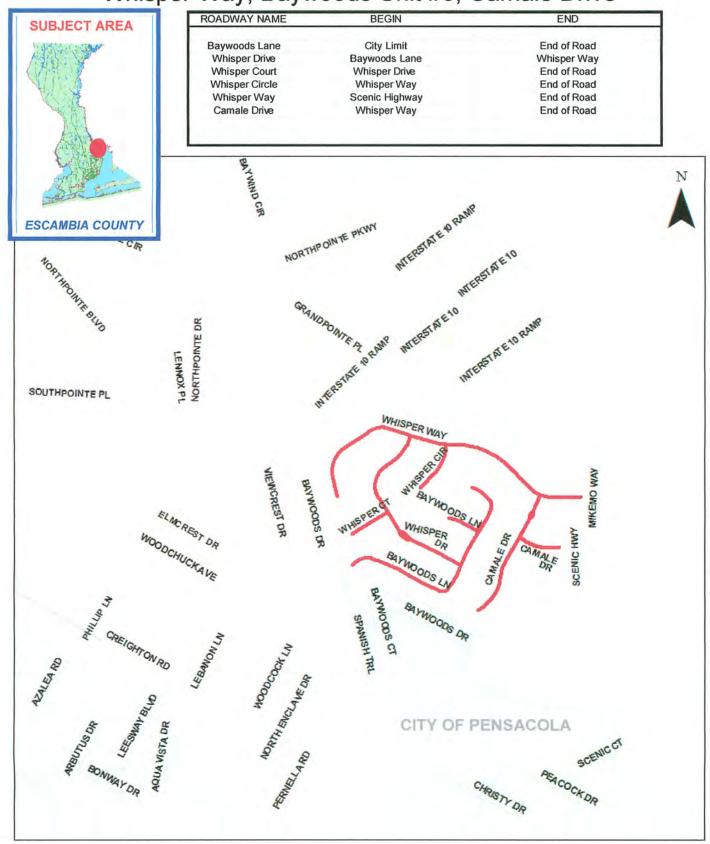
Bush Street - North End of Road

# **Claridge Place**

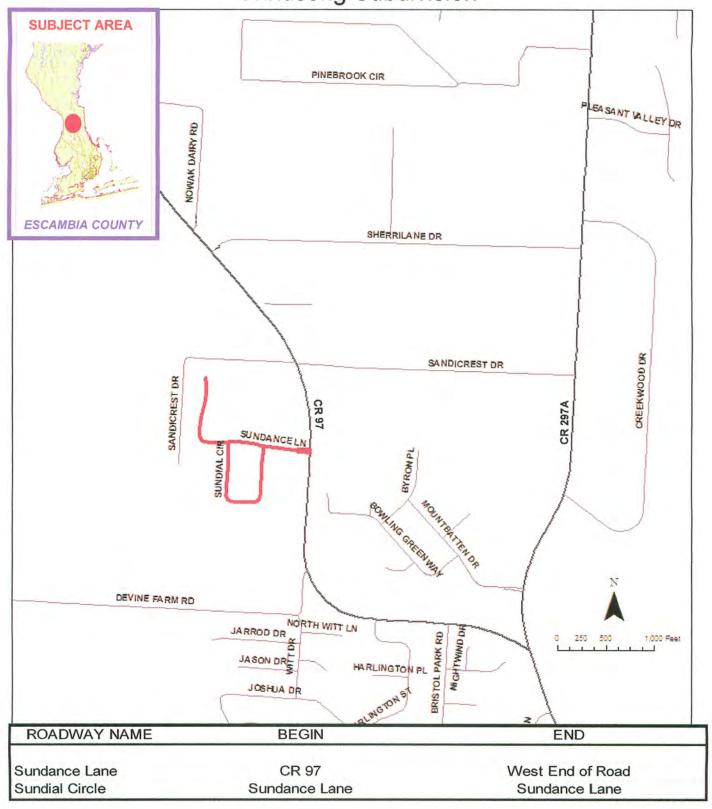
Ashland Avenue - Ridgebrook Court



# SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH Whisper Way, Baywoods Unit #3, Camale Drive



# SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH Windsong Subdivision





# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4652 County Administrator's Report 16. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Federal Transit Administration (FTA) 5307 - 2009 Grant Application

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

Organization: Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the 2009 Federal Transit Administration 5307 Grant Application - Joy D. Blackmon, Public Works Department Director

That the Board take the following action concerning the 2009 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Approve the Application for Expenditures from the 2009 FTA 5307 Grant; and

B. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords for the Chairman and County Attorney, where necessary, as authorized in Resolution R2013-43, approved by the Board of County Commissioners on April 18, 2013.

[The Florida Toll Revenue credits cover the match required for this Grant]

A Federal Transit Administration (FTA) 5307 Grant, administered by the Florida Department of Transportation (FDOT), was awarded to Escambia County Area Transit (ECAT) in 2009. Funds from this Grant are available for the year awarded plus three years, for a total of four years. We are currently in the fourth year. Any unused funds will revert to FDOT. ECAT must present an Application for Expenditures for the remainder of the funds in this Grant, which was originally submitted for replacement of vehicles, and must be used for that purpose. The need for replacement buses has been justified in our Capital Replacement Plan for ECAT. Four of the current buses in the ECAT fleet, which have exceeded the useful life of 350,000 miles or ten years in age, as defined by the FTA, are being replaced under this Grant.

#### **BACKGROUND:**

A Federal Transit Administration (FTA) 5307 Grant, administered by FDOT, was awarded to ECAT in 2009. Funds from this Grant are available for the year awarded plus three years, for a total of four years. We are currently in the forth year. Any unused funds will revert to FDOT. ECAT must present an Application for Expenditures for the remainder of the funds in this Grant, which was originally submitted for replacement of vehicles, and must be used for that purpose. The need for replacement buses has been justified in our capital replacement plan for ECAT (see attached). Four of the current buses in the ECAT fleet, which have exceeded the useful life of 350,000 miles or ten years in age as defined by the FTA (see attached FTA Useful Life of Transit Buses and Vans), are being replaced under this Grant.

Meeting in regular session on April 18, 2013, the Board approved submitting the Grant application for the purchase of three Gillig buses as replacement for three aging buses.

However, at the June 13, 2013, Committee of the Whole, the Board was presented with justification for changing the type of buses selected for purchase. First Transit (ECAT's managing company) researched the TRIPS website (www.tripsflorida.org) to see which fixed-route buses were available for purchase through the TRIPS program. Upon review of the State-procured bus choices and available vendors, it was determined that the EI Dorado EZ Rider II bus, more cost effective and smaller in size than the Gillig bus, is a better option to meet ECAT's purposes and needs (established on the attached capital replacement plan). The lower cost of the EI Dorado EZ Rider II buses would allow the purchase of four vehicles versus the three Gillig buses originally requested. The original purchase amount was expected to be \$1.293 million, which is included in the 2012/2013 budget, and the revised purchase amount is \$1.264 million, a savings of \$29,000.

New buses were chosen as replacement vehicles because warranties are not included in the purchase of used vehicles, and because ECAT will be able to purchase new vehicles through the TRIPS program.

The Florida Department of Transportation (FDOT) endows the Transit Research Inspection Procurement Services (TRIPS) program, which was developed to assist public and private nonprofit transportation agencies in the acquisition of well-equipped, well-built transit vehicles at a reduced cost by means of centrally administered statewide contracts. The program ensures that vehicle procurements adhere to and are consistent with all applicable federal, state, and FDOT guidelines, requirements, industry standards, and certifications, as well as the Federal Transit Administration's (FTA) Best Practices Procurement Manual. The vehicle manufacturer's compliance with technical specifications is continually monitored by contracted line inspectors at each vehicle production site and at an FDOT vehicle inspection facility located in Tallahassee, Florida. Due to the volume of vehicles purchased through contracts established by TRIPS, transit agencies can take advantage of longer warranty periods, extended service after the sale, and training opportunities offered by both the vehicle dealers and component manufacturers. The TRIPS program is administered by the Center for Urban Transportation Research (CUTR) under an agreement with FDOT.

As replacement vehicles, these new buses will be used to service all routes.

Compressed Natural Gas (CNG) is an option on this purchase pending financing of appropriate infrastructure for fueling and maintenance. The cost for four diesel buses is equivalent to three CNG buses.

ECAT is requesting authority to access the Grant funds for purchase of four El Dorado EZ Rider

Il buses before the Grant ends due to time restraints.

#### **BUDGETARY IMPACT:**

The Florida Toll Revenue credits cover the match required for this grant.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The required FY 12/13 Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on March 22, 2013. The Board approved the Resolution on April 18, 2013, as part of the initial Grant application process.

#### **PERSONNEL:**

Additional personnel will not be required by ECAT.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

#### IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT, and Transportation and Traffic Operations all necessary funding activities covered by this grant application.

#### **Attachments**

Grant Application
Resolution
Grant Stipulations/Funding
Capital Replacement Plan
FTA Useful Life
TRIPS Research

EZ Rider FDOT Order Packet

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FTA

U.S. Department of Transportation

**Federal Transit Administration** 

## **Application**

Recipient ID:	1092	
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS	
Project ID:	FL-90-X701-00	
Budget Number:	2 - Budget Approved	
Project Information:	FY2009 CAPITAL PROJECTS FUNDING INC	

## Part 1: Recipient Information

Project Number:	FL-90-X701-00
Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Address:	221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591
Telephone:	(850) 595-3228
Facsimile:	(850) 595-3222

### **Union Information**

Recipient ID:	1092
Union Name:	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1:	3300 North Pace Boulevard
Address 2:	Suite 326
City:	Pensacola, FL 32505
Contact Name:	Mike Lowery
Telephone:	(850) 341-4068
Facsimile:	(850) 433-0596
E-mail:	atu1395@aol.com
Website:	

## Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$3,029,266

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Project Number:	FL-90-X701-00
Project Description:	FY2009 CAPITAL PROJECTS FUNDING INC
Recipient Type:	County Agency
FTA Project Mgr:	Chris White 404-865-5619
Recipient Contact:	Chris Westbrook 850-595- 3228
New/Amendment:	New
Amend Reason:	Initial Application
Fed Dom Asst. #:	20507
Sec. of Statute:	5307-2
State Appl. ID:	n/a
Start/End Date:	Oct. 01, 2008 - Apr. 30, 2011
Recvd. By State:	Apr. 22, 2010
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Oct. 01, 2008
Program Page:	922
Application Type:	Electronic
Supp. Agreement?:	No
Debt. Deling. Details:	

Adjustment Amt:	\$0
Total Eligible Cost:	\$3,029,266
Total FTA Amt:	\$3,029,266
Total State Amt:	\$0
Total Local Amt:	\$0
Other Federal Amt:	\$0
Special Cond Amt:	\$0
Special Condition:	None Specified
S.C. Tgt. Date:	None Specified
S.C. Eff. Date:	None Specified
Est, Oblig Date:	None Specified
Pre-Award Authority?:	No
Fed, Debt Authority?:	No
Final Budget?:	No

### **Urbanized Areas**

UZA ID	UZA Name	
129570	PENSACOLA, FL-AL	

### **Congressional Districts**

State ID	District Code	District Official
12	1	Jeff Miller

#### **Project Details**

Escambia County, FL requests FY2009 Capital Assistance using 5307 funds allocated in FY 2009. Requested funds total \$3,029,266.

Escambia will use these funds to purchase new/replacement vehicles, capital equipment, services and facility maintenance enhancement/renovation projects. Additionally, funds are requested for FY09 & FY10 Capital Preventive Maintenance costs, FY09 ADA Paratransit costs, and FY09/10 Project Administration. Funds will be View Print Page 3 of 18

used to establish a new position as Project Administrator to perform the responsibilites necessary for conducting the functions required for FTA grant application, administration, reporting, etc.

A copy of a Florida Department of Transportation letter, authorizing the use of \$757,317 in toll revenue credits as a soft match for all Escambia County's 2009 FTA capital grant applications was forwarded to Yvette Taylor, FTA Regional Administrator, FTA Region IV).

ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

#### **Earmarks**

#### No information found.

#### Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

1. No Deficiency found from threat/vulnerability assessment.

Grant applicant has conducted a threat and vulnerability assessment and finds there are no deficiencies that require additional investment in security projects at this time. [The threat and vulnerability assessment is No.8 in Top 20 Security Action list at http://transit-safety.volpe.dot.gov/security/SecurityInitiatives/Top20/default.asp]

3. Other, please describe below.

### Part 3: Budget

**Project Budget** 

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	2	\$393,000.00	\$393,000.00
ACTIVITY			
11.42.11 ACQUIRE - SUPPORT VEHICLES	2	\$40,000.00	\$40,000.00
11.42.06 ACQUIRE - SHOP EQUIPMENT	0	\$46,000.00	\$46,000.00
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$163,000.00	\$163,000.00
11.44.05 REHAB/RENOVATE - YARDS AND SHOPS	0	\$144,000.00	\$144,000.00
SCOPE			
111-00 BUS - ROLLING STOCK	6	\$1,320,000.00	\$1,320,000.00

		Local Share:	\$0.00
		Federal Share:	\$3,029,266.00
	Estimated To	otal Eligible Cost:	\$3,029,266.00
11.79.00 PROJECT ADMINISTRATION	0	\$80,000.00	\$80,000.00
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$302,927.00	\$302,927.00
11.7A.00 PREVENTIVE MAINTENANCE	0	\$933,339.00	\$933,339.00
ACTIVITY			
117-00 OTHER CAPITAL ITEMS (BUS)	Ō	\$1,316,266.00	\$1,316,266.00
SCOPE			
11.12.40 BUY ASSOC CAP MAINT ITEMS	1	\$40,000.00	\$40,000.00
11.13.04 BUY <30-FT BUS FOR EXPANSION	1	\$80,000.00	\$80,000.00
11.12.04 BUY REPLACEMENT <30 FT BUS	4	\$1,200,000.00	\$1,200,000.00
ACTIVITY			

## OTHER (Scopes and Activities not included in Project Budget Totals)

### None

### SOURCES OF FEDERAL FINANCIAL ASSISTANCE

Amendment Amount	Previously Approved	SEC	FY	FPC	Accounting Classification	UZA ID
\$2,726,339.00	\$0.00	90	2010	00	2009.25,90.91.2	129570
\$302,927.00	\$0.00	90	2010	08	2009.25.90.91.2	129570
ously Approved:	Total Previo					
dment Amount:						
00	\$2,726,339. \$302,927.	\$0.00 \$2,726,339.0	90 \$0.00 \$2,726,339.0 90 \$0.00 \$302,927.0	2010 90 \$0.00 \$2,726,339.0 2010 90 \$0.00 \$302,927.0	00     2010     90     \$0.00     \$2,726,339.0       08     2010     90     \$0.00     \$302,927.0	2009.25.90.91.2       00       2010       90       \$0.00       \$2,726,339.0         2009.25.90.91.2       08       2010       90       \$0.00       \$302,927.0

### Alternative Fuel Codes

11.12.04	BUY REPLACEMENT <30 FT BUS	Diesel Fuel

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11.13.04 BUY <30-FT BUS FOR EXPANSION Diesel Fuel

## **Extended Budget Descriptions**

	ACQUIRE - SUPPORT VEHICLES	2	\$40,000.00	\$40,000.00
	vo (2) 1995 GMC mini-van support vehicles. Vehiclous purposes. Not considered a fleet pasanger vehiles.			
11.42.06	ACQUIRE - SHOP EQUIPMENT	0	\$46,000.00	\$46,000.0
transmission The new ex	niscellaneous items for maintenance shop, includir ons. khaust sytem will have a useful life of 20 years and er items purchased will be lower than \$5,000.			
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$163,000.00	\$163,000.0
44.44.05	DELIAD/DENOVATE VADDE AND CHORS	Tar	4.0.0000000	
	ab projects as follows: Rotary lift parts, Glass repla			eel systems.
Facility reha		cement, oi	il dispencers, and air re	
Facility reha	ab projects as follows: Rotary lift parts, Glass repla	cement, oi	il dispencers, and air re	eel systems.

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11.13.04	BUY <30-FT BUS FOR EXPANSION	1.4	\$80,000.00	\$80,000.00
	mini bus which has a useful life of 4 years and 1 er the Florida Trips contract (www.tripsflorida.cor			
11.7A.00	PREVENTIVE MAINTENANCE	0	\$933,339.00	\$933,339.00
Provide fun Funding wil	ding for Preventative Maintenance cost (labor an I be used from October 1, 2008 through April 30,	d parts) for n 2010. Escar	naintaining a 49 vehicl nbia County has a forc	e bus fleet. e account plan.
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$302,927.00	\$302,927.00
Contract.	ntribution to FY 09 ADA Paratransit Service purch			erms of Service
11.79.00	PROJECT ADMINISTRATION	0	\$80,000.00	\$80,000.00
Project Adm	ninistration expenses associated with the oversig	ht of FTA fur	nded capital project act	ivities.
	ve a project administrator to preform all federal/st		sponsibilities. Salary as sments, and wages of	

# Changes since the Prior Budget

### FTA Change Amounts

Code	<u>Description</u>	<u>Previous FTA</u> <u>Total</u>	Change in FTA Total	Current FTA Total
114-00	BUS: SUPPORT EQUIP AND FACILITIES	\$433,000	-\$40,000	\$393,000
11.42.11	ACQUIRE - SUPPORT VEHICLES	\$40,000	\$0	\$40,000
11.42.06	ACQUIRE - SHOP EQUIPMENT	\$86,000	-\$40,000	\$46,000
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	\$163,000	\$0	\$163,000
11,44.05	REHAB/RENOVATE - YARDS AND SHOPS	\$144,000	\$0	\$144,000
111-00	BUS - ROLLING STOCK	\$1,280,000	\$40,000	\$1,320,000
11.12.04	BUY REPLACEMENT <30 FT BUS	\$1,200,000	\$0	\$1,200,000
11.13.04	BUY <30-FT BUS FOR EXPANSION	\$80,000	\$0	\$80,000
11.12.40	BUY ASSOC CAP MAINT ITEMS	\$0	\$40,000	\$40,000

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117-00	OTHER CAPITAL ITEMS (BUS)	\$1,316,266	\$0	\$1,316,266
11.7A.00	PREVENTIVE MAINTENANCE	\$933,339	\$0	\$933,339
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$302,927	\$0	\$302,927
11.79.00	PROJECT ADMINISTRATION	\$80,000	\$0	\$80,000

## Eligible Change Amounts

Code	<u>Description</u>	Previous Eligible	Change in Eligible	Current Eligible
114-00	BUS: SUPPORT EQUIP AND FACILITIES	\$433,000	-\$40,000	\$393,000
11.42.11	ACQUIRE - SUPPORT VEHICLES	\$40,000	\$0	\$40,000
11.42.06	ACQUIRE - SHOP EQUIPMENT	\$86,000	-\$40,000	\$46,000
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	\$163,000	\$0	\$163,000
11.44.05	REHAB/RENOVATE - YARDS AND SHOPS	\$144,000	\$0	\$144,000
111-00	BUS - ROLLING STOCK	\$1,280,000	\$40,000	\$1,320,000
11.12.04	BUY REPLACEMENT <30 FT BUS	\$1,200,000	\$0	\$1,200,000
11.13.04	BUY <30-FT BUS FOR EXPANSION	\$80,000	\$0	\$80,000
11.12.40	BUY ASSOC CAP MAINT ITEMS	\$0	\$40,000	\$40,000
117-00	OTHER CAPITAL ITEMS (BUS)	\$1,316,266	\$0	\$1,316,266
11.7A.00	PREVENTIVE MAINTENANCE	\$933,339	\$0	\$933,339
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$302,927	\$0	\$302,927
11.79.00	PROJECT ADMINISTRATION	\$80,000	\$0	\$80,000

## **Change in Quantity**

<u>Code</u>	<u>Description</u>	Previous Quantity	Change in Quantity	Current Quantity
114-00	BUS: SUPPORT EQUIP AND FACILITIES	2	0	2
11.42.11	ACQUIRE - SUPPORT VEHICLES	2	0	2
11.42.06	ACQUIRE - SHOP EQUIPMENT	0	0	0
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	0	0
11.44.05	REHAB/RENOVATE - YARDS AND SHOPS	0	0	0
111-00	BUS - ROLLING STOCK	5	1	6
11.12.04	BUY REPLACEMENT <30 FT BUS	4	0	4
11.13.04	BUY <30-FT BUS FOR EXPANSION	1	0	1
11.12.40	BUY ASSOC CAP MAINT ITEMS	0	1	1
117-00	OTHER CAPITAL ITEMS (BUS)	0	0	0

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11.7A.00	PREVENTIVE MAINTENANCE	0	0	0
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	0	0
11.79.00	PROJECT ADMINISTRATION	0	0	0

### **Change in Amendment Control Totals**

Description	Previous Amount	Change in Amount	Current Amount
Gross Project Cost:	\$3,029,266	\$0	\$3,029,266
Adjustment Amount:	\$0	\$0	\$0
Total Eligible Cost:	\$3,029,266	\$0	\$3,029,266
Total FTA Amount:	\$3,029,266	\$0	\$3,029,266
Total State Amount:	\$0	\$0	\$0
Total Local Amount:	\$0	\$0	\$0
Other Federal Amount:	\$0	\$0	\$0
Special Condition Amount:	\$0	\$0	\$0

#### Change in Project Control Totals

Description	Previous Amount	Change in Amount	Current Amount
Gross Project Cost:	\$3,029,266	\$0	\$3,029,266
Adjustment Amount:	\$0	\$0	\$0
Total Eligible Cost:	\$3,029,266	\$0	\$3,029,266
Total FTA Amount:	\$0	\$0	\$3,029,266
Total State Amount:	\$0	\$0	\$0
Total Local Amount:	\$0	\$0	\$0
Other Federal Amount:	\$0	\$0	\$0
Special Condition Amount:	\$0	\$0	\$0

### Part 4. Milestones

#### 11.42.11 ACQUIRE - SUPPORT VEHICLES

if desired vehicles available.

Contract Complete

Est. Comp. Date Milestone Description RFP/IFB Issued Nov. 01, 2009 IFB for two (2) replacement mini vans. May be purchased from state contract if desired vehicles available. Nov. 30, 2009 Contract Award IFB for two (2) replacement mini vans. May be purchased from state contract

2

\$40,000

Dec. 30, 2009

\$40,000

IFB for two (2) replacement mini vans. May be purchased from state contract if desired vehicles available.

#### 11.42.06 ACQUIRE - SHOP EQUIPMENT

0 \$46,000

\$46,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Aug. 01, 2009
	No RFP/IFB. Small purchase procedures for miscellaneous off the shelf maintenance items. items purchased from original supplier or off the shelf. Procurements will be spaced throughout the grant period. CW	
2.	Contract Award	Aug. 30, 2009
	No RFP/IFB. Small purchase procedures for miscellaneous off the shelf maintenance items. items purchased from original supplier or off the shelf. Procurements will be spaced throughout the grant period. CW	
3.	Contract Complete	Sep. 30, 2010
	No RFP/IFB. Small purchase procedures for miscellaneous off the shelf maintenance items. items purchased from original supplier or off the shelf. Procurements will be spaced throughout the grant period. CW	

#### 11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT

\$163,000

0

\$163,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Aug. 01, 2009
	Miscellaneous administrative/office support equipment, funiture, supplies using small purchase procedures throughout the grant period.	
2.	Contract Award	Aug. 30, 2009
	Miscellaneous administrative/office support equipment, funiture, supplies using small purchase procedures throughout the grant period.	
3.	Contract Complete	Sep. 30, 2010
	Miscellaneous administrative/office support equipment, funiture, supplies using small purchase procedures throughout the grant period.	

#### 11.44.05 REHAB/RENOVATE - YARDS AND SHOPS

0 \$144,000

\$144,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Aug. 01, 2009
	IFB's will be issued as soon as the grant is awarded.	
2.	Contract Award	Aug. 30, 2009
	IFB's will be issued as soon as the grant is awarded.	
3.	Contract Complete	Aug. 30, 2010
	IFB's will be issued as soon as the grant is awarded.	

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#### 11.12.04 BUY REPLACEMENT <30 FT BUS

\$1,200,000 4

\$1,200,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB OUT FOR BID	Nov. 01, 2009
	IFB for replica trolleys.1	
2.	CONTRACT AWARDED	Dec. 01, 2009
	Award contract for replica trolleys.	
3.	FIRST VEHICLE DELIVERED	Nov. 01, 2010
	Vehicle Delivery.	
4.	ALL VEHICLES DELIVERED	Dec. 01, 2010
	All vehicles (4) delivered.	
5.	CONTRACT COMPLETE	Jan. 01, 2011
	Vehicle Inpsection and Contract Complete.	

#### 11.13.04 BUY <30-FT BUS FOR EXPANSION

\$80,000 1

\$80,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB OUT FOR BID	Nov. 01, 2009
	Issue IFB for small bus.	
2.	CONTRACT AWARDED	Dec. 01, 2009
	Contract Awarded.	
3.	FIRST VEHICLE DELIVERED	Jan. 30, 2010
	Vehicle Delivery.	
4.	ALL VEHICLES DELIVERED	Jan. 30, 2010
	All vehicles (1) delivered.	
5.	CONTRACT COMPLETE	Feb. 28, 2010
	Vehicle Inspection and Contract complete.	

#### 11.12.40 BUY ASSOC CAP MAINT ITEMS

\$40,000 1

\$40,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	None Specified
	Purchase of Transmissions and Engines	
2.	Contract Award	None Specified
3.	Contract Complete	None Specified

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0

\$933,339

#### 11.7A.00 PREVENTIVE MAINTENANCE

	Milestone Description	Est. Comp. Date
1,	Capital Preventative Maintenan	Oct. 01, 2008
	Capitalized cost of transit system preventative maintenance program. Use of florida Toll Revenue credits as local match authorized for this project. Federal contribution to estimated \$933,339 in Preventative Maintenance costs for remainder of FY09 and six (6)months of FY10. Preventative Maintenance includes personnel and material cost for maintenance of revenue vehicles and other maintenance cost as defined by the NTDB instructions and reported in the annual NTDB Report.	
2.	Final Expenditure	Oct. 01, 2010
	Capitalized cost of transit system preventative maintenance program. Use of florida Toll Revenue credits as local match authorized for this project. Federal contribution to estimated \$933,339 in Preventative Maintenance costs for remainder of FY09 and six (6) of FY10. Preventative Maintenance includes personnel and material cost for maintenance of revenue vehicles and other maintenance cost as defined by the NTDB instructions and reported in the annual NTDB Report.	

#### 11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE

0 \$302,927

\$302,927

\$933,339

	Milestone Description	Est. Comp. Date
1.	ADA Paratransit Service	Oct. 01, 2008
	Mandatory ADA Paratransit Service throughout ECAT service area. Service provided through BCC contract with with local provider.	
2.	Final Expenditure	Oct. 30, 2010
	Mandatory ADA Paratransit Service throughout ECAT service area. Service provided through BCC contract with with local provider.	

#### 11.79.00 PROJECT ADMINISTRATION

\$80,000

0

\$80,000

	Milestone Description	Est. Comp. Date
1.	Project Administration	Oct. 01, 2008
	Ecat will have a project administrator to perform all federal grant responsibilities. Salary and fringe benefits estimated at \$60,000 annually. Other cost include training, public advertisments, and wages of other personnel required for various grant oversight responsibilities.	
2.	Final Expenditure	Oct. 01, 2010
	Ecat will have a project administrator to preform all federal/state grant responsibilities. Salary and fringe benefits estimated at \$60,000 annually. Other cost include training, public advertisments, and wages of other personnel required for various grant oversight responsibilities.	

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### Part 5. Environmental Findings

114211 ACQUIRE - SUPPORT VEHICLES

2

\$40,000

\$40,000

#### Finding No. 1 - Class II(c)

C17 - Purchase of vehicles

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

Finding Details:

111204 BUY REPLACEMENT < 30 FT BUS

\$1,200,000

\$1,200,000

#### Finding No. 1 - Class II(c)

C17 - Purchase of vehicles

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

Finding Details:

114206 ACQUIRE - SHOP EQUIPMENT

0 \$46,000

\$46,000

#### Finding No. 1 - Class II(c)

C19 - Install purchase maintenance equipment

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

Finding Details:

114220 ACQUIRE - MISC SUPPORT EQUIPMENT

0

\$163,000

\$163,000

#### Finding No. 1 - Class II(c)

C19 - Install purchase maintenance equipment

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

Finding Details:

114405 REHAB/RENOVATE - YARDS AND

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SHOPS 0 \$144,000 \$144,000

#### Finding No. 1 - Class II(c)

#### C19 - Install purchase maintenance equipment

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

111304 BUY <30-FT BUS FOR EXPANSION

\$80,000 \$80,000

#### Finding No. 1 - Class II(c)

#### C17 - Purchase of vehicles

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

117A00 PREVENTIVE MAINTENANCE

0 \$933,339 \$933,339

#### Finding No. 1 - Class II(c)

#### C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

117C00 NON FIXED ROUTE ADA PARATRANSIT SERVICE

Finding No. 1 - Class II(c)

0 \$302,927

1923 S. S. O. O. S.

### C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

117900 PROJECT ADMINISTRATION

0 \$80,000

\$80,000

\$302,927

### Finding No. 1 - Class II(c)

#### C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

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### Part 6: Fleet Status

#### **Fixed Route**

		<u>Before</u>	Change	<u>After</u>
l.	Active Fleet			
	A. Peak Requirement	26	1	27
	B. Spares	5	0	5
	C. Total (A+B)	31	1	32
	D. Spare Ratio (B/A)	19.23%	0.00%	18.52%
11.	Inactive Fleet			
	A. Other	4	0	4
L.	B. Pending Disposal	4	0	4
	C. Total (A+B)	8	0	8
III.	Total (I.C and II.C)	39	1	40

New vehicle is for new enhanced service to Perdido Key.

Inactive fleet (Contingency & Pending Disposal) consists of eight (8) 1992 Orion 35' buses. These vehicles are over 16 years old with over 500,000 miles each. Vehicles are maintained on site, and when ready for disposal will be transported to County auction/sale site. Depending on condition, some vehicles will be advertised for competitive bid. FTA will be notified prior to disposition. 4/24/08 RB

#### **Paratransit**

		<u>Before</u>	<u>Change</u>	<u>After</u>
l.	Active Fleet		The second	
	A. Peak Requirement	5	0	5
	B. Spares	0	0	0
	C. Total (A+B)	5	0	5
-	D. Spare Ratio (B/A)	0.00%	0.00%	0.00%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	5	0	5

### Part 7. FTA Comments

#### **General Review**

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Comment Title:	11/19/09
Comment By:	Tajsha LaShore
Date Created:	Nov. 19, 2009
Date Updated:	Feb. 18, 2010
Ref Section:	Unknown
Comment:	(1) Please complete your FY 2010 Certifications and Assurances, so the application process can be completed. CLEARED     (2) New requirement: Please attach STIP page to TEAM. CLEARED

Comment Title:	Engineering comments
Comment By:	Jessica L Granell
Date Created:	Jul. 24, 2009
Date Updated:	Aug. 17, 2009
Ref Section:	Unknown
Comment:	Extended Budget Description:  1. 11.42.11 ACQUIRE - SUPPORT VEHICLES: Please enter useful life for all ALI items over \$5000 per FTA C 5010.1D, or state if none of the items will cost more than \$5000 CLEARED  2. 11.42.06 ACQUIRE - SHOP EQUIPMENT: Please enter useful life for all ALI items over \$5000 per FTA C 5010.1D, or state if none of the items will cost more than \$5000 CLEARED  Advisory comment: two yrs useful life for a new transmission seems very low. Please consult with shop personnel.  3. 11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT: Please enter useful life for all ALI items over \$5000 per FTA C 5010.1D, or state if none of the items will cost more than \$5000 CLEARED  4. 11.44.05 REHAB/RENOVATE - YARDS AND SHOPS: Please enter useful life for all ALI items over \$5000 per FTA C 5010.1D, or state if none of the items will cost more than \$5000 CLEARED  5. 11.12.04 BUY REPLACEMENT <30 FT BUS: Please enter useful life for all ALI items over \$5000 per FTA C 5010.1D, or state if none of the items will cost more than \$5000. Please enter the information about the vehicles replaced (Bus ID, Mileage, VIN, year, Model) (replacement vehicles info included- CLEARED)  6. 11.13.04 BUY <30-FT BUS FOR EXPANSION: Please enter useful life for all ALI items over \$5000 per FTA C 5010.1D, or state if none of the items will cost more than \$5000. Please add a brief description of the need for expansion CLEARED  7. 11.7A.00 PREVENTIVE MAINTENANCE: Please include the period of PM covered by this grant CLEARED  8. 11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE: Please include period of service covered by this grant CLEARED  9. 11.79.00 PROJECT ADMINISTRATION: Add the details you included in the milestones here CLEARED  Milestones:  1. 11.7C.00: Activities w/contract award should have min. 3 of milestones (RFP, Contract award, and contract complete). ûCLEARED Only two milestones, but seems like the project contract has been awarded already.

Comment Title:	7/17/09
Comment By:	Tajsha LaShore

Date Created:	Jul. 17, 2009
Date Updated:	Nov. 19, 2009
Ref Section:	Unknown
Comment:	<ul> <li>(1)Please provide a start/end date under the project information section of the grant.</li> <li>(2) Please provide a duration period for your PM. It is usually one year. Please provide the dates. Also, do you have a force account plan for the PM? It is over \$100,000.</li> <li>(3) Please provide environmental findings for all activity line items (ALI). Currently, there is only one environmental finding for this project.</li> <li>(4) Please provide replacement vehicle information (make, model, year, mileage, and VIN) for the 5 vehicles.</li> <li>(5) Please attach the toll revenue credit approval letter from FDOT to TEAM.</li> <li>(6) Your section of statute has this grant as a federal highway transfer. This was assigned a Section 5307 number. If these are flexed funds, please let me know. Otherwise, please correct this in the project information section of the grant.</li> </ul>

# **Conditions of Award**

Comment Title:	11/19/09
Comment By:	Tajsha LaShore
Date Created:	Nov. 19, 2009
Date Updated:	Feb. 09, 2010
Ref Section:	Unknown
Comment:	Toll Credits, in the amount of \$757,317, authorized as soft match by the Florida Department of Transportation on 06/09/09, will provide the requisite matching funds for this project.

Comment Title:	DOL Certification
Comment By:	Erica Matos
Date Created:	May. 21, 2010
Date Updated:	May. 21, 2010
Ref Section:	Unknown
Comment:	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated May 11, 2010, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

# Comments to DOL

Comment Title:	11/19/09
Comment By:	Tajsha LaShore
Date Created:	Nov. 19, 2009
Date Updated:	Feb. 23, 2010
Ref Section:	Unknown

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Contact for this application is Chris Wesbrook - 850-595-3228 or Chris.Westbrook@veoliatransportation.com.
Please consider this application for certification under the provisions of 49 USC Section 5333 (b) at your earliest convenience.

#### Part 8: Results of Reviews

Type:	Error
Location:	Milestones
Description:	At least one Milestone was specified which does not have an estimated completion date.
Instructions:	Open the Milestones window and ensure that all milestones specified have an estimated completion date.

# Part 9: Agreement

#### UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-16, October 1, 2009)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) \"Federal Transit Administration Master Agreement,\" FTA MA(16), October 1, 2009, http://www.fta.dot.gov/documents/16-Master.pdf
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

#### **FTA AWARD**

FTA hereby awards a Federal grant as follows:

Project No: FL-90-X701-00

Grantee: ESCAMBIA CO BD OF COMMISSIONERS

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$3,029,266

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Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$3,029,266

Amount of This FTA Award (in U.S. Dollars): \$3,029,266

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 5/11/2010

**Project Description:** 

FY2009 CAPITAL PROJECTS FUNDING INC

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Toll Credits, in the amount of \$757,317, authorized as soft match by the Florida Department of Transportation on 06/09/09, will provide the requisite matching funds for this project.

This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated May 11, 2010, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

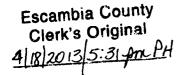
Awarded By: Tom Thomson Deputy Regional Administrator FEDERAL TRANSIT ADMINISTRATION U.S. DEPARTMENT OF TRANSPORTATION 05/25/2010

#### **EXECUTION OF GRANT AGREEMENT**

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Grover C Robinson IV
Chairman
ESCAMBIA CO BD OF COMMISSIONERS
05/26/2010



# RESOLUTION NUMBER R2013-43

OF COUNTY BOARD RESOLUTION OF THE COUNTY. FLORIDA, COMMISSIONERS OF ESCAMBIA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED **TRANSPORTATION** DEPARTMENT OF STATES FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

**SECTION 1.** That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY12/13) pursuant to Chapter 53 of Title VI of the Title 49, U.S. Code on behalf of Escambia County

**SECTION 3.** That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application. Execution, and any amendments or other documents

required by the U.S. Department of Transportation for the administration of this grant project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

SECTION 5. That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

SECTION 6. That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

That the Chairman of the Escambia County Board of County SECTION 7. Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY12/13) on behalf of Escambia County.

SECTION 8. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 18th day of April

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

Gene M. Valentino, Chairman

ATTEST: Pam Childers

Clerk of the Circuit Court

**Date Executed** 

This document approved as to form

and legal sufficiency.

Ey: Title:

Date:

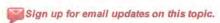


Search

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# Urbanized Area Formula Program (5307)



#### **Program Overview**

The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance in urbanized areas and for transportation related planning. An urbanized area is an incorporated area with a population of 50,000 or more that is designated as such by the U.S. Department of Commerce, Bureau of the Census.

#### Eligible Recipients

Funding is made available to designated recipients that must be public bodies with the legal authority to receive and dispense Federal funds. Governors, responsible local officials and publicly owned operators of transit services are to designate a recipient to apply for, receive, and dispense funds for transportation management areas pursuant to 49USCA5307(a)(2). Generally, a transportation management area is an urbanized area with a population of 200,000 or over. The Governor or Governor's designee is the designated recipient for urbanized areas between 50,000 and 200,000.

#### Eligible Activities

Eligible activities include planning, engineering design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement of buses, overhaul of buses, rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. All preventive maintenance and some Americans with Disabilities Act complementary paratransit service costs are considered capital costs.

For urbanized areas with populations less than 200,000, operating assistance is an eligible expense. In these areas, at least one percent of the funding apportioned to each area must be used for transit enhancement activities such as historic preservation, landscaping, public art, pedestrian access, bicycle access, and enhanced access for persons with disabilities.

For urbanized areas with 200,000 in population and over, funds are apportioned and flow directly to a designated recipient selected locally to apply for and receive Federal funds. For urbanized areas under 200,000 in population, the funds are apportioned to the Governor of each state for distribution. A few areas under 200,000 in population have been designated as transportation management areas and receive apportionments directly.

#### Statutory Reference

49 U.S.C. 5307

#### Funding Availability

Funds are available the year appropriated plus three years (total of four years)

#### Allocation of Funding

Funding is apportioned on the basis of legislative formulas. For areas of 50,000 to 199,999 in population, the formula is based on population and population density. For areas with populations of 200,000 and more, the formula is based on a combination of bus revenue vehicle miles, bus passenger miles, fixed guideway revenue vehicle miles, and fixed guideway route miles as well as population and population density.

#### Match

The Federal share is not to exceed 80 percent of the net project cost. The Federal share may be 90 percent for the cost of vehicle-related equipment attributable to compliance with the Americans With Disabilities Act and the Clean Air Act. The Federal share may also be 90 percent for projects or portions of projects related to bicycles. The Federal share may not exceed 50 percent of the net project cost of **operating** assistance.

Use the following links to Contact: Metropolitan or Regional Office

FY 2012 Fuel as Capital Maintenance Provision: Allocation of Reimbursement Caps by UZA – Program Notice

FY 2012 Fuel as Capital Maintenance Provision: Allocation of Relmbursement Caps by UZA – Tables

Role of Designated Recipient and Metropolitan Planning Organization (MPO) in Allocating Funds in a Transportation Management Area (TMA)

2000 Census Urbanized Areas with Population 200,000 or Greater Eligible to Use FY 2003 Section 5307 Funds for Operating Assistance Table 15

2009 Statistical Summary

**Funding and Finance** 

Urbanized Area Formula Program -Related Federal Registers



or work by manufacture

about the Section 5307 Program, contact the Office of Program Management (202) 366-2053

Asset #	# Description Year		Mfr Model I		Current Vehicle Mileage June 4, 2013	Replacement Year (est.)	
044045	GILLIG BUS	1996	GILLIG	PHANTOM	576,147	2014	
044046	GILLIG BUS	1996	GILLIG	PHANTOM	617,222	2014	
044047	GILLIG BUS	1996	GILLIG	PHANTOM	583,098	2014	
044048	GILLIG BUS	1996	GILLIG	PHANTOM	597,264	2014	
044049	GILLIG BUS	1996	GILLIG	PHANTOM	565,052	2017	
044040	GILLIG BUS	1996	GILLIG	PHANTOM	546,900	2017	
044041	GILLIG BUS	1996	GILLIG	PHANTOM	674,884	2017	
044042	GILLIG BUS	1996	GILLIG	PHANTOM	629,488	2017	
046396	GILLIG BUS	1998	GILLIG	PHANTOM	634,200	2017	
046397	GILLIG BUS	1998	GILLIG	PHANTOM	574,145	2020	
046398	GILLIG BUS	1998	GILLIG	PHANTOM	655,310	2020	
047791	GILLIG BUS	1999	GILLIG	PHANTOM	530,844	2020	
047792	GILLIG BUS	1999	GILLIG	PHANTOM	573,406	2020	
047793	GILLIG BUS	1999	GILLIG	PHANTOM	518,845	2020	
047794	GILLIG BUS	1999	GILLIG	PHANTOM	627,169	2023	
055098	GILLIG BUS	2006	GILLIG	GILLIG LOW FLOOR	355,973	2023	
055099	GILLIG BUS	2006	GILLIG	GILLIG LOW FLOOR	340,127	2023	
055100	GILLIG BUS	2006	GILLIG	GILLIG LOW FLOOR	632,958	2023	
055101	GILLIG BUS	2006	GILLIG	GILLIG LOW FLOOR	340,958	2023	
055104	GILLIG BUS	2006	GILLIG	GILLIG LOW FLOOR	353,724	2023	
055105	GILLIG BUS	2006	GILLIG	GILLIG LOW FLOOR	346,018	2026	
055985	GILLIG BUS	2007	GILLIG	GILLIG LOW FLOOR	301,120	2026	
055986	GILLIG BUS	2007	GILLIG	GILLIG LOW FLOOR	321,043	2026	
055987	GILLIG BUS	2007	GILLIG	GILLIG LOW FLOOR	302,866	2026	
055988	GILLIG BUS	2007	GILLIG	GILLIG LOW FLOOR	303,046	2026	
056001	GILLIG BUS	2007	GILLIG	GILLIG LOW FLOOR	313,925	2029	
058783	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	125,790	2029	
058784	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	135,822	2029	
058785	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	120,137	2029	
058786	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	132,191	2032	
058787	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	113,859	2032	
058788	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	112,684	2032	
058789	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	118,838	2032	
058790	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	118,446	2032	
058791	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	132,486	2035	
058792	GILLIG BUS	2010	GILLIG	GILLIG LOW FLOOR	126,402	2035	



# **Federal Transit Administration**

# **Useful Life of Transit Buses** and Vans

Report No. FTA VA-26-7229-07.1



**April 2007** 

LTD Miles



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#### **FOREWORD**

The Federal Transit Administration (FTA) sponsored this research to assess both the appropriateness of its existing minimum service-life policy for transit buses and vans, and the need to change that policy. The research evaluated the federal minimum service-life requirements based upon the actual experience of both transit operators and vehicle manufacturers. The analyses in this research provide the transit industry and the FTA with a better understanding of (1) the current useful life of transit buses and vans, (2) the appropriateness of FTA's minimum service-life policy, and (3) the policy's impact on transit vehicle life expectancies and vehicle retirement decisions at the agency level. Actual ages of buses retired from service generally exceed FTA minimums. Transit agencies interviewed cited availability of capital funds for bus replacement as the primary determinant of retirement age.

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### **EXECUTIVE SUMMARY**

The Federal Transit Administration's (FTA's) service-life policy for transit buses and vans establishes the minimum number of years (or miles) that transit vehicles purchased with federal funds must be in service before they can be retired without financial penalty. The clear goal of this policy is to ensure that vehicles procured using federal funds remain in service for a substantial portion of their service life, thus ensuring that federal taxpayers obtain an adequate return on their investment.

Over time, perception of these requirements has become less as a *minimum* service-life requirement (to ensure a reasonable return on federal dollars invested) and more as the *actual* useful life (a point at which the asset should be retired). Given this change in interpretation, most industry experts commonly refer to a standard, 40-foot bus as a "12-year" bus, and many transit authorities have adopted 12 years as their retirement policy for this vehicle type. There is also a common perception within the industry that transit vehicle manufacturers, especially those working under low-bid procurements, now design their vehicles to meet, but not exceed, the 12-year minimum-life requirement. Hence, rather than defining a *minimum* life expectancy to ensure an adequate return on federal funds, the FTA's service-life policy has become viewed as the FTA's, and the industry's, expectation for the full service life of the vehicle—a view that may have impacted the actual life expectancy of the nation's transit fleets.

Table ES-1
Minimum Service-life categories for Buses and Vans

	Typical Characteristics					Minimum Life	
Category	Length	Approx.	Seats	Average Cost	(Whichever comes first)		
	Lengin	GVW	Seats	Average Cost	Years	Miles	
Heavy-Duty Large Bus	35 to 48 ft and 60 ft artic.	33,000 to 40,000	27 to 40	\$325,000 to over \$600,000	12	500,000	
Heavy-Duty Small Bus	30 ft	26,000 to 33,000	26 to 35	\$200,000 to \$325,000	10	350,000	
Medium-Duty and Purpose-Built Bus	30 ft	16,000 to 26,000	22 to 30	\$75,000 to \$175,000	7	200,000	
Light-Duty Mid-Sized Bus	25 to 35 ft	10,000 to 16,000	16 to 25	\$50,000 to \$65,000	5	150,000	
Light-Duty Small Bus, Cutaways, and Modified Van	16 to 28 ft	6,000 to 14,000	10 to 22	\$30,000 to \$40,000	4	100,000	

# **Study Goals and Objectives**

FTA established its minimum life requirements for transit buses and vans in 1985. At that time, the requirements represented the consensus opinion of a broad range of industry representatives. Since then, the requirements have undergone only minimal changes and remain essentially unaltered. The objective of this study is to reassess FTA's existing minimum-life policy given

the actual experiences of both transit operators and vehicle manufacturers. Key questions to be addressed by this review include:

- What are the actual ages (and mileages) at which operators are retiring their transit buses and vans, and how do those ages compare to the FTA minimums?
- Do the current minimum age and mileage requirements meet the needs of all agency types?
- How do FTA's current retirement minimums affect the purchase and retirement decisions of the nation's operators?
- How have changes in vehicle designs (e.g., low floor) and technologies (e.g., alternative fuels) affected the expected vehicle life?
- Should FTA consider changing the current minimums given the experience of the nation's transit operators and manufacturers?

This study seeks to provide answers to each of these questions, with the ultimate objective of assessing both the appropriateness of FTA's existing minimum service life policy for transit buses and vans and any potential need to change that policy.

## **Approach**

To meet the needs of the study, the study team completed the following eight independent analyses. Each of these analyses aimed to provide a different perspective on: (1) the current useful life of transit buses and vans, (2) the appropriateness of FTA's minimum life policy, and (3) the policy's impact on transit vehicle life expectancies and vehicle retirement decisions at the agency level.

- Review of FTA's Current Service-life Categories: The study reviewed the definitions and the characteristics of the vehicles found in each of the five existing service-life categories. The objectives were to determine the appropriateness of the categories based on the similarities and dissimilarities of the vehicle types found in each category and to conduct a market analysis for each category (i.e., annual vehicle sales and transit's share of those sales).
- Review of Procurement Regulations with Potential Service-life Implications: The study reviewed federal legislation and circulars to identify federal requirements potentially affecting either the useful life or vehicle retirement decisions of the nation's operators of transit buses and vans. This review included FTA's bus testing regulations, the Americans with Disabilities Act (ADA), Buy America requirements, the Standard Bus Procurement Guidelines, and the Clean Air Act and its Amendments.
- Analysis of Actual Retirement Ages: The study used National Transit Database (NTD) data to determine the actual ages at which U.S. agencies are currently retiring each of the transit bus and van types. This analysis was then used to compare the average retirement ages with the minimum FTA age requirements for each vehicle category to determine how these minimums may be impacting local operator's vehicle retirement decisions.
- **Industry Outreach:** The study team conducted two sets of interviews with bus fleet managers, vehicle engineers, and procurement personnel from a sample of the nation's large, medium, and small-sized bus and van operators. The first set of interviews documented

industry concerns with the existing service-life policy and elicited suggestions on how or if that policy should be changed. A second set of follow-up interviews focused on engineering specific issues such as the impact of new vehicle designs on expected vehicle life.

- Market Analysis: Most transit bus and van components and many of the vehicles themselves are derived from the general truck and automotive market. Market analysis provides a perspective on transit's role and position within the broader truck and automotive market, with emphasis on where transit has the ability to influence component and overall vehicle life expectancy.
- Engineering Analysis: The engineering analysis examines the life expectancy of individual vehicle components and of the vehicle as a whole (i.e., the factors that determine overall vehicle useful life). This analysis then considers the appropriateness of the minimum life requirements for each vehicle category given the useful-life characteristics of each vehicle's component parts.
- **Economic Analysis:** This analysis identifies that point in the life cycle of each bus and van type at which total life-cycle costs are minimized. This point provides a financially logical age (mileage) at which to retire that vehicle. The identified minimum cost replacement ages are then placed in context with the results of the engineering analysis. The combination of these two perspectives helps illustrate factors that drive grantees' vehicle retirement decisions.
- **Review of Prior Useful-Life Studies:** The study reviewed prior useful-life studies completed by FTA and the American Public Transportation Association (APTA) with the objective of working to obtain more current answers to the same questions and to compare and contrast the findings of this study with those of prior efforts.

# **Key Findings**

Each of the eight independent analyses yielded insights into the useful life of transit buses and vans and FTA's minimum service-life policy. Key findings from each of the various analyses performed for this study are outlined below.

#### **Review of FTA's Current Service-Life Categories**

The review of FTA's minimum service-life requirements yielded the following key findings:

- Transit bus and van fleets are dominated by 12-year and 4-year vehicles. Of the roughly 91,000 transit buses and vans currently in service at U.S. transit operators, more than 70,000 (about 78 percent) are 12-year vehicles; about 16,500 (18 percent) are 4-year vehicles; and the remaining 5 percent are divided between the 10-year, 7-year, and 5-year vehicle categories.
- The current service-life category groupings are appropriate. A key study objective was to assess the appropriateness of the existing service-life categories (i.e., whether these categories "make sense"). The study found that the categories represent logical groupings of vehicles having broadly similar characteristics in terms of construction methods, size, weight, passenger capacities, cost, manufacturers, and customer bases (see Table ES-1 above). A possible exception here is with 4-year and 5-year vehicles built using cutaway chassis where

there is a significant degree of overlap between the two age categories in terms of construction type, sizes, and manufacturers. However, the similarities are not adequate grounds for combining the two into a single "4-to-5-year" vehicle category.

• The transit industry has little ability to alter bus and van useful-life characteristics costeffectively. Nearly half of the vehicle components for 12-year buses and most components for all other vehicle categories (including the vehicles themselves) are obtained from either the heavy-truck or automotive markets. Given its small share of these markets (typically less than one percent), the transit industry has little ability to influence component useful-life characteristics in a cost-effective manner. A key exception here is the structure of 12-year buses. To the extent that 12-year bus structures are designed specifically for transit use, the transit industry has some leverage to influence this component's design and durability characteristics. (However, given the manufacturers' small annual order sizes and tight local agency capital budgets, funding such innovation is challenging in practice.) For most other components and vehicle types (e.g., minivans and cutaway chassis), the transit industry cannot significantly alter the useful-life characteristics without incurring the cost of customizing mass-produced items to meet transit-specific needs.

#### Review of Procurement Regulations with Potential Useful-Life Implications

While many federal regulations (e.g., Buy America, Bus Testing, ADA, Environmental Protection Agency) and industry procurement practices (third-party contracting) are believed to have potential useful-life implications, these implications are generally considered to be minor relative to the issues of annual mileage, new vehicle designs, changing life-cycle economics, and other drivers of useful life. A key exception here is the low-bid procurement process, which can yield vehicles with lower quality structures leading to reduced longevity. To protect against this outcome, agencies need to establish firm structural component requirements during the pre-bid stage to ensure the minimum-life requirements are attained.

#### **Analysis of Actual Retirement Ages**

The study used NTD data to determine how recent *actual* retirement ages for transit buses and vans compare with the FTA's current *minimum* service requirements for transit buses and vans and whether these requirements affect the vehicle retirement decisions of the nation's transit operators. **Table ES-2** summarizes this analysis.

Table ES-2 Minimum versus Average Retirement Age by Vehicle Category

Vehicle Category/	Average Retirement	Share of Active Vehicles That Are:	
Minimum Retirement Age	Age (Years)	One or more years past the retirement minimum	Three or more years past the retirement minimum
12-Year Bus	15.1	19%	9%
10-Year Bus	*	7%	4%
7-Year Bus	8.2	12%	3%
5-Year Bus/Van*	5.9	23%	5%
4-Year Van	5.6	29%	10%

<sup>\*</sup> Average retirement age estimates for this vehicle category suffers from small sample issues

The analysis yielded the following key findings:

- Most buses and vans are retired well after minimum service-age requirement is satisfied. With one exception, Table ES-2 shows that, on average, transit buses and vans are retired between one to three years after their minimum service-life requirement has been satisfied. The exception is the 10-year bus category, where small sample issues prevented determination of a reliable average retirement age value (hence, it remains unclear how far past the minimum service-life requirement this vehicle type is typically retired). In addition, Table ES-2 demonstrates that a significant proportion of buses and vans remain in service at least one year past the retirement minimum (e.g., 20 percent of heavy-duty, 12-year buses), with many still in service three or more years past the minimum requirement (e.g., one in 10 "12-year" buses in active service are age 15 or older).
- Minimum service age does not constrain agencies' vehicle retirement decisions. Based on this and other analyses conducted using NTD data, it is clear that relatively few transit buses and vans are retired right at the minimum service age requirement. Thus, the current retirement minimums are not constraining the vehicle retirement decisions of the vast majority of the nation's bus and van operators (a finding confirmed in the agency interviews described below). Given this observation, it is also clear that any reduction to the current minimum-age requirements (e.g., from 12 to 10 years for a "12-year bus") would not result in any significant increase in the rates of retirement for the five service-life categories.

#### **Industry Outreach**

The included interviews of representatives of local transit operators, vehicle manufacturers, and private bus fleet operators to assess their current experiences with bus and van useful life as well as FTA's minimum service-life requirements. Questions covered areas such as vehicle replacement decisions, alternatives to the current FTA policies, maintenance practices, and the impacts on service quality. The following are key findings from this industry outreach process:

- Most agencies have vehicle service-life policies. All nine of the agencies completing the detailed interviews reported having either a service-life policy or a planned retirement age for heavy-duty, 12-year buses. For four of the agencies, the planned retirement age exceeds the FTA minimum of 12 years (with the Los Angeles County Metropolitan Transportation Authority at 13 years, the Washington Metropolitan Area Transit Authority and Jefferson Transit at 15 years, and the Toronto Transit Commission at 18 years).
- Actual retirement ages generally exceed both FTA minimums and agency service-life policies. The actual timing of vehicle retirement for all nine agencies typically occurs between one to four years after the FTA minimum has been reached (but can occur as late as vehicle age 20). Moreover, for most agencies, the recent actual retirement ages also exceed the planned or policy retirement ages. Given these observations, it is clear that FTA's current minimum service-life requirement for heavy-duty buses does not actively constrain the agencies' retirement decisions (as retirements occur after the minimum retirement age has been reached). None of the agencies reported having to take advantage of FTA's "like-kind exchange" provision permitting early retirement of specific vehicles.
- Capital funding availability is the primary determinant of retirement age. Limited capital funding was cited as the primary reason that the timing of actual vehicle retirements

has exceeded the planned/policy retirement age (and FTA service minimums) by all but one of the responding agencies. Because of this, the average fleet age is more likely to be impacted by the increased availability of federal funding than by any relaxation in the minimum service-life requirements. Other decision factors included service reliability, vehicle condition, vehicle maintenance, physical and local environmental conditions (salt intrusion), procurement process (low bid or negotiated), and duty cycle (mainly operating speed).

- Only large agencies operating in "severe" urban environments perform scheduled midlife overhauls. Only the larger, urbanized agencies interviewed (Massachusetts Bay Transportation Authority, New York City Transit, Toronto Transit Commission, and Washington Metropolitan Area Transit Authority) perform comprehensive, "mid-life" overhauls of their heavy-duty cycle vehicles, stating that these overhauls are required to obtain service lives of 12 years or more given the tough service environments in which they operate. In contrast, none of the other agencies interviewed (including Los Angeles County Metropolitan Transportation Authority and Houston Metro) regularly complete a mid-life overhaul, with most suggesting it is not cost effective for them.
- Most agencies have needed to retire vehicles early. Most of the agencies have had to retire vehicles prior to their scheduled or desired retirement age. The causes of these early retirements range from unexpected declines in vehicle condition, high maintenance costs, equipment upgrades, or damage beyond repair. Most agencies would support the introduction of a policy variance for particularly troublesome procurements, but were equally concerned about how FTA could control the review and approval process.
- Most agencies have not been impacted by FTA's service-life requirements. Most interviewed agencies stated that their vehicle retirement decisions are not significantly impacted by FTA's service-life minimums (the decisions are constrained more by capital funding availability). The agencies did suggest that more category options may be advantageous in the future to reflect differences in expected vehicle life as new vehicle designs and technologies are introduced (e.g., for bus rapid transit).
- Extending the service-life requirements would hurt many agencies. Conversely, most (if not all) of the agencies reported that they would be negatively impacted if current FTA service-life minimums were extended. These negative impacts include a decrease in service quality (e.g., higher failures rate, vehicle aesthetic, and reliability), an increase in maintenance costs (between 10 to 50 percent higher), and less leeway to retire "problem" vehicles.
- Agencies support development of a "lemon law" and a technology demonstration option. Interview respondents supported development of a "lemon law" and a technology demonstration option. The lemon law concept would permit early retirement of problem vehicles without penalty to the agency. All respondents agreed that this provision would need to clearly specify the conditions under which vehicles could be retired early and/or define a clear FTA process for evaluating whether a vehicle is, in fact, a "lemon." Under the technology demonstration concept, a grantee could request a similar release from the service-life policy for FTA-approved tests of new vehicle technologies that would allow the agency to discontinue operation of the vehicle if the technology proved too problematic. FTA could

approve this on a selective basis through documentation of the demonstration results and industry dissemination.

- Most agencies are not interested in more or less durable heavy-duty vehicles. Interview respondents were asked to consider their agency's interest in heavy-duty vehicles with longer, shorter, or other service-life characteristics. They responded as follows:
  - More Durable (Longer Life) Heavy-Duty Vehicles: Most agencies indicated that they were not interested in a more durable vehicle (i.e., with a more expensive, heavier weight, longer life expectancy structure). This is due to concerns over the cost effectiveness, weight, and rider comfort for this option. Some agencies stated a more durable vehicle type might be considered if its components were equally durable.
  - Less Durable (Shorter Life) Heavy-Duty Vehicles: All nine agencies expressed significant concerns with a less durable vehicle (i.e., with a cheaper, lighter weight, lower life expectancy structure). Concerns involved the vehicle's anticipated inability to survive the required duty cycles, relationship with the expected life of components, and decreased quality, and the increase in procurement efforts.
  - Agency-Determined Retirement Age: None of the agencies objected to the alternative option of allowing agencies to use their own judgment in determining vehicle retirement ages (i.e., drop all minimum life requirements and rely on funding constraints to ensure vehicles are retained for reasonable service lives). Based on the current actual retirement ages of the nine agencies, few agency vehicles would be retired before the current FTA's current minimums (due to funding constraints).

## **Engineering Analysis**

The engineering analysis provides further evaluation of bus useful life from a vehicle engineering perspective. The following are key findings:

- Useful life is ultimately determined by the life of the vehicle structure. Relatively few vehicle components typically last the full "service life" of the vehicle. For 12-year vehicles, this includes the structure, exterior, and electrical system (see Figure ES-1). Vehicle structure as a whole defines the useful life of the vehicle more than any other single vehicle component. The reason being that the structure is the backbone to which all other vehicle components are ultimately attached. If the structure wears out or fails due to corrosion or a collision, then the life of the vehicle is essentially at an end.
- Service environment is a key determinant of structure useful life. In addition to vehicle age and service miles, many interview participants clearly indicated that service environment is a key determinate of structure (and hence vehicle) useful life. Vehicle structures that endure high passenger loads or operate in more severe service environments (e.g., rough urban roads) wear out faster. Because of this, several agencies expressed a desire for FTA to revise the service-life requirements definition to include service environment severity, along with service years and miles (e.g., 12 years or 500,000 miles). This desire was also identified in prior reviews of bus service life, including the 1995 Bus Industry Summit.

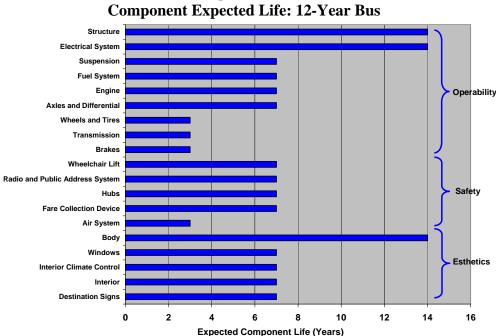


Figure ES-1

- "Stick bus" and low-floor vehicles may have a shorter useful life. Interview participants suggested that stick bus (structures constructed using hundreds of welded tubes) and lowfloor designs (which use stick construction) may have a shorter useful life as compared to traditional designs. With the stick bus, the thousands of welds that hold the structure together are more subject to corrosion and fatigue—an issue that manufacturers have largely addressed using corrosion-resistant coatings, stainless steel, and design strengthening. Interview participants stated that it is too early to determine whether the low-floor design will impact vehicle longevity, but noted that this design is more susceptible to road-side damage and salt spray (as the floor structure is closer to the ground).
- New propulsion systems and electronics technologies may also impact useful life. While engines for compressed natural gas and hybrid electric buses are expected to have similar useful lives compared to diesel, these two engine types weigh more than diesel engines, which may have an impact on structural wear (this has yet to be determined in practice). Similarly, the rapid proliferation of new electronics technologies on buses (such as automatic vehicle location, automatic passenger counters (APCs), on-board cameras, and voice annunciation) may have implications for useful life as the presence of so many systems increases the likelihood of reliability issues. Again, the actual impact on useful life has yet to be determined in practice.

## **Economic Analysis**

For all vehicle categories, the economic analysis identified the age at which total life-cycle costs, including all capital, operating, and maintenance costs, are minimized (reflecting the impact of differences in mileage). This analysis identifies a financially optimal retirement point for the vehicle. **Table ES-3** summarizes the results of this analysis.

Table ES-3 Minimum Life-Cycle Cost Replacement Ages and Mileages by Service-Life Category

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Vehicle Type / Category	Annual Vehicle Mileage	Minimum Cost Age	Minimum Cost Mileage
Heavy-Duty Large Bus:	25,000	17	425,000
12-Years / 500,000 Miles	35,000	14	490,000
	45,000	12	540,000
Heavy-Duty Small Bus:	25,000	12	300,000
10-Years / 350,000 Miles	35,000	11	385,000
	45,000	11	495,000
Medium-Duty Small Bus:	25,000	9	225,000
7-Years / 200,000 Miles	35,000	8	280,000
	45,000	7	315,000
Light-Duty Midsize Bus/Van:	20,000	7	140,000
5-Years / 150,000 Miles	30,000	6	180,000
	40,000	5	200,000
Light-Duty Small Bus/Van:	20,000	6	120,000
4-Years / 100,000 Miles	30,000	5	150,000
	40,000	4	160,000

Note: Shaded cells indicate where minimum cost point exceeds FTA age or mileage minimums.

#### The following are key findings:

- The minimum cost retirement points all occur at or after the FTA minimum service life. Table ES-3 suggests that, from a cost-effective perspective, FTA's current service-life minimums, including both the minimum years and miles requirements, represent reasonable choices. For each service-life category, the minimum cost point is attained at either an age or mileage that exceeds one or both of the FTA minimums for these measures. In all cases, the difference between one or both of the current FTA minimum requirements and the minimum cost age or mileage also provide some margin for the earlier retirement of vehicles with reliability problems. This suggests that current age and mileage service-life minimums represent financially sound minimum-life choices.
- Reducing heavy-duty vehicles service life from 12 to 10 years would only have a minimal impact on vehicle sales. At most, 10 percent of all retirements for heavy-duty buses occur right at vehicle age 12, translating to an average of roughly 200 to 300 annual retirements potentially constrained by FTA's minimum-life requirements. Assuming vehicles retiring at the current 12-year minimum shifted to a new 10-year minimum, the long-term, average annual replacement rates for these operators would increase from 200 to 300 vehicles to 240 to 360 vehicles annually, or 40 to 60 additional vehicles per year. Given that deliveries of new buses average roughly 3,000 per year and the industry's estimated total vehicle production capacity of 7,500 to 10,000 vehicles, the addition of 40 to 60 new vehicles is far from significant. Hence, reducing useful life for heavy-duty vehicles by two years is unlikely to yield a significant boost to the small domestic bus market.
- Reducing heavy-duty service life from 12 to 10 years would have a minimal impact on ridership and service reliability. Given that so few vehicle retirements are currently

constrained by FTA's current service-life policy, any reduction is unlikely to drive significant improvements in ridership levels or service reliability. Note, however, that the relationship between vehicle condition and ridership is not well understood, and FTA may wish to sponsor studies to better evaluate this issue.

#### Recommendations

Based on the findings above, it is recommended that FTA consider the following:

- Maintain the current service-life minimums: Few buses and vans are currently retired right at FTA's current service-life minimums. Rather, the vast majority of these vehicles are retained in service for at least one year (4- and 5- years vehicles) and as many as three or more years (e.g., for 12-year vehicles) after the minimum service requirements have been met, indicating that these vehicles have some service life remaining beyond the minimums. Moreover, the current service-life age and/or mileage minimums for all vehicle types occur before the minimum life-cycle cost points for these vehicles are reached. Hence, the current service-life minimums clearly meet the joint objectives of (1) ensuring that buses and vans purchased using federal dollars remain in service for most of their useful life, (2) of providing agencies some flexibility in determining when their vehicles will be retired and (3) of helping to minimize life-cycle costs. In this sense, the current service-life minimums really are just that, the minimum ages at which vehicles can be retired—not a recommended retirement age or a measure of actual expected useful life. The current minimum service-life requirements should be maintained.
- Maintain the current service-life categories: Similarly, the segmentation of transit bus and van types into the current five service-life categories reflects actual similarities in vehicle structures, designs, components, costs, origin markets, manufacturers, and end users. These current categories should be maintained.
- Review the service-life minimums and service-life categories regularly: The analysis of recent changes in vehicle designs, the adoption of new technologies, and the introduction of new vehicle types (e.g., stainless-steel bus rapid transit vehicles) highlight the fact that the service-life characteristics of transit buses and vans are subject to change. For this reason, FTA should review the minimum life requirements and service-life categories on a regular basis (e.g., every 5 to, at most, every 10 years).
- Adoption of a "lemon law": This law would define circumstances under which "problem" vehicles could be retired early without financial penalty.
- Adoption of a technology demonstration option: Similar to the "lemon law," this option would define circumstances under which agencies could retire vehicles purchased to test new technologies (with FTA's prior agreement) early—without financial penalty. The intention would be to encourage test and adoption of new, but potentially unreliable, technologies expected to benefit the entire transit industry.
- Restrict the service-life categories in which vehicles are tested: In recent years, some manufacturers have successfully lobbied to have their vehicles tested in a more durable category than would appear warranted by their vehicle's general characteristics (e.g., testing a bus with 10-year characteristics as a "12-year" bus). This has resulted in service reliability

issues and, in some instances, early retirement for the purchasing agencies when the tested vehicles were not found to have the expected durability. Thus, FTA may wish to more tightly control the categories in which vehicles are eligible to test based on some combination of characteristics (e.g., gross vehicle weight and seating capacity), but with the potential for special waivers to test in a different category so as not to stifle innovation. (Manufacturers should be required to provide reasonable justification as to why their vehicles should be tested in the higher durability category.)

- Modify the NTD reporting requirements to better document actual vehicle retirement age and each vehicle's assigned service-life category: The analysis used in this study to determine actual vehicle retirement ages relied on cross comparisons of NTD data from multiple reporting years. FTA should modify NTD to track the actual age of vehicle retirements, thus significantly improving FTA's ability to track and monitor any trends in vehicle retirement ages. Similarly, NTD's vehicle documentation should also include the service-life category to which each vehicle has been assigned (again to facilitate monitoring of the retirement ages for each service-life category).
- Conduct a study to evaluate the sensitivity of bus ridership to changes in vehicle age and condition: A key objective of this study was to consider how bus ridership might change (increase) in response to a reduction in the average age of the nation's bus fleets (e.g., with the introduction of a new, shorter-lived, heavy-duty transit vehicle). However, while review of the existing literature provides numerous references to the sensitivity of ridership to changes in fares and service frequency, no literature references were identified that provide a quantitative link between ridership and fleet age or condition. In the absence of solid empirical data linking ridership and fleet age, any analysis of this relationship can only be based on conjecture and limited anecdotal evidence. For this reason, the study team recommends that FTA conduct a study to evaluate the sensitivity of bus ridership to changes in vehicle age and condition. Given the availability of good-quality, route-level ridership data (from electronic fare boxes and APCs), this study could easily be conducted using a sample of U.S. transit operators, using before and after comparisons of which older sub-fleets have been replaced by new (or newer) vehicles.

#### **CHAPTER 1. INTRODUCTION**

# **Background**

Transit agencies purchasing transit buses and vans using federal capital funds are required to keep these vehicles in service for a minimum period of time (years) and/or number of miles prior to that vehicle's retirement to ensure effective use of federally funded assets. This minimum service-life requirement differs based on bus and van size and other characteristics and is specified in FTA Circular 9030.1B. The requirements currently recognize five different service-life categories (see **Table 1-1**).

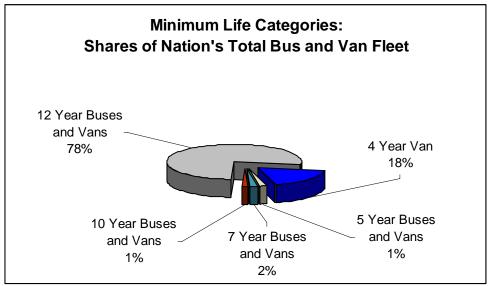
Table 1-1
Minimum Service-Life Categories for Buses and Vans

Category	Minimum Life (Whichever comes first)	
	Years	Miles
Heavy-Duty Large Bus	12	500,000
Heavy-Duty Small Bus	10	350,000
Medium-Duty and Purpose-Built Bus	7	200,000
Light-Duty Mid-Sized Bus	5	150,000
Light-Duty Small Bus, Cutaways, and Modified Van	4	100,000

The relative abundance of vehicles within these different categories varies significantly (see **Figure 1-1**). As might be expected, 12-year buses account for more than three-quarters of all U.S. transit buses and vans, while 4-year vehicles account for nearly one-fifth of vehicles. The remaining vehicle types, including 10-, 7-, and 5-year vehicles, collectively account for less than 5 percent (one in 20 vehicles) of the nation's transit bus and van fleet. The limited number of vehicles, and relatively shallow depth of the market for 10-, 7-, and 5-year vehicles (roughly 4,000 vehicles out of a total of more than 90,000 transit buses and vans nationwide), make it difficult to effectively assess the actual useful-life characteristics of these less popular vehicle types. In contrast, agency and industry data sources have relatively good quality data on the useful-life experiences of the 12- and 4-year vehicle types.

Since its inception, several issues have been raised regarding FTA's minimum service-life policy. These include the vehicle category definitions, the use of vehicle age or miles (or hours) as the basis for defining service life, and the potential for extended life cycles through life-extending overhauls. More generally, the question arises as to whether the current minimum life ages and mileages are appropriate given the experiences of the nation's operators of transit buses and vans.

Figure 1-1



# **Study Objectives**

The aim of this study is to reassess FTA's existing minimum service-life policy (including both the actual minimum age and mileage requirements and the service-life categories into which bus and van vehicles are placed) based on the experiences, vehicle retirement practices, and life-cycle cost characteristics of the nation's transit operators and vehicle manufacturers. Key questions to be addressed by this review include the following:

- What are the actual ages (mileages or service hours) at which operators are retiring their transit buses and vans, and how do those ages compare to the FTA minimums?
- Do the current minimum age and mileage requirements meet the needs of all agency types?
- How do FTA's current retirement minimums affect the purchase and retirement decisions of the nation's operators?
- How has other federal legislation, such as "Buy America," impacted vehicle bus and van useful life, if at all?
- Should FTA consider changing the current minimums given the experience of the nation's transit operators and manufacturers? Alternatively, how would an increase or decrease in the current minimum life requirements affect the fleet investment decisions of the nation's transit operators?
- Are operators interested in procuring vehicles with shorter life expectancies than are permitted by the current policy (e.g., a cheaper and shorter life expectancy 40-foot bus)?
- How have changes in vehicle designs (e.g., low floor) and technologies (e.g., alternative fuels) affected the expected vehicle life?
- How do vehicle procurement policies impact expected vehicle life?

This study seeks to provide answers to each of these questions, with the ultimate objective of assessing both the appropriateness of FTA's existing minimum service-life policy for transit buses and vans and any potential need to change that policy.

## Reasons for Reviewing the Service-Life Policy

More than 20 years have passed since the adoption of FTA's minimum service-life guidelines. Since that time, the industry has undergone several significant changes, many with potential implications for vehicle useful life. Among these are the following:

- Operator Experience and Changing Economics: The current minimum service-life requirements were developed based on the industry's understanding of useful life as of 1985. With two decades of experience operating under these requirements, operators have developed their own impressions and opinions as to how these requirements align with actual useful-life experience. Moreover, even if it is assumed that there have been no changes to the buses themselves (which, of course, there have been), changes to capital and operating costs as well as to vehicle utilization (passenger loads and duty cycles) will have yielded changes to both the economic and physical determinants of vehicle useful life.
- Impact of the Policy Itself: It has been suggested that the presence of FTA's vehicle service-life policy has itself impacted actual useful-life expectations. For example, the combination of the low-bid and minimum life requirements may have yielded buses designed specifically to meet, but not exceed, the minimum life requirement (e.g., thus reducing the total expected useful life of a 40-foot bus from 14 to 16 years to, say, 12 years). Alternatively, many manufacturers have lobbied to have their vehicles moved to a higher minimum age category (e.g., 10-year buses re-categorized to 12-years) as a means of expanding the potential market for their product. There is now some evidence that this practice may have yielded buses that are capable of meeting the higher category bus testing requirements and yet not capable of meeting the service-life minimums once in service.
- New Vehicle Designs and Materials: The past 20 years have seen the introduction of many new vehicle designs including increasing use of differing vehicle lengths (from 60 foot articulated to 30 foot sizes for 12-year buses, and a similar range of sizes for 10-year, 7-year, and 5-year vehicles); low floor buses; and "stick" buses using a network of welded tubes in place of more traditional structures. Each of these design variations, especially those with changes of structural significance, has implications for expected vehicle life.
- Alternative Fuels: Operators have also increasingly adopted the use of alternative fuels vehicles including compressed natural gas (CNG), duel-fuel, gas, hybrid, and potentially fuel cell vehicles. Some of these are coming to the end of their first full life cycle, thus providing an opportunity to assess their impact on vehicle useful life.
- New Technologies: The past 5- to 10-year period has seen a significant increase in the number of new technologies installed on transit buses. These include automatic vehicle location (AVL), automatic passenger counters (APCs), voice annunciation, on-board cameras, multiplexers, and potentially collision avoidance systems. Assuming many or all of these systems are expected to function before a vehicle can be released for revenue service each day, the sheer proliferation of the technologies, and the increasing likelihood that any

one of them will fail as the vehicle ages, has significant implications for vehicle useful life. From another perspective, the increasing desirability of having the latest suite of technologies on each fleet vehicle can also drive down the useful life of transit vehicles, with life here being determined more by technological obsolescence than by asset wear.

- Changes to the Domestic Manufacturing Market: The combined influences of wide production variances, Buy America provisions, and the exit of several suppliers has significantly affected the long-term structure and viability of the domestic bus market. The changes have yielded uncertainty regarding the future of exiting manufacturers and also impacted the availability of replacement parts for (and hence maintainability of) older fleet vehicles.
- **Legislation:** In addition to Buy America provisions, bus suppliers and purchasers are subject to a variety of additional federal requirements that may impact vehicle useful life. Among these are the Bus Testing, ADA, and EPA emissions requirements.
- **Procurement Strategies:** While transit operators continue to use a variety of vehicle procurement strategies, the use of low-bid procurements in particular may have a negative impact on vehicle useful life. Moreover, as discussed elsewhere in this study, the relatively small size of individual agency procurements (and the small size of the transit market in relation to the broader truck and automotive market) gives transit operators and the industry as a whole little ability to directly impact the useful-life characteristics of many bus and van types or their components.
- **Desire to Increase Ridership / Service Quality:** FTA's policy objective of increasing ridership might be served by accelerating the removal of older vehicles from service (thus improving the quality of service). As noted above, such an accelerated replacement cycle could similarly quicken the adoption of new technologies, further enhancing the rate of service improvement.

Each of these considerations supports a reassessment of FTA's current minimum service-life requirements. This study duly reviews each of these considerations.

#### What is Useful Life?

Before reviewing the study analyses and results, it is helpful to first establish a working definition of useful life—a concept that has different meanings to different users. Useful life is typically defined as that age (i.e., number of years) after which an asset is no longer "fit for use" in the sense that it has become worn, not fully operational, unreliable, and/or does not otherwise deliver transit service of acceptable quality. For mechanical assets, such as transit vehicles, the total *utilization* of that asset (e.g., life to date vehicle miles or hours) is equally important to *age* when establishing a minimum useful life. Useful life based on asset utilization depends on the asset type, its design specifications, and the service it performs. For transit buses and vans, it is clear that total vehicle miles is, in most instances, a better measure of asset ware than vehicle age (with the latter frequently functioning as a rough proxy for the former). An empirical analysis of the relationship between useful life expectancy in years and vehicle life-to-date mileage for U.S. transit buses is demonstrated in Chapter 7 (and repeated again later in the report using financial

analysis). These analyses underscore the importance of maintaining a combined age- and mileage-based FTA service-life policy.

#### **Engineering-Based Bus Conditions**

For transit buses, it is not sufficient to be merely "operational." Rather, transit patrons expect a vehicle that is reliable, safe, and offers reasonably comfortable travel. The problem lies in identifying a specific point in the asset's life (age or service miles) at which service quality, safety, or reliability is no longer acceptable. In reality, the decline in condition of a transit vehicle is a slow, continuous process (excepting the impact of major overhauls) with no obvious point of retirement. What is acceptable to one transit patron may not be to another.

**Figure 1-2** highlights both the absence of an obvious retirement age based on physical condition alone as well as the effect of vehicle use on vehicle condition. In support of model development for the Transit Economic Requirements Model (TERM), FTA has conducted detailed physical condition inspections of more than 900 transit bus and van vehicles at more than 40 different transit agencies nationwide (each inspection is represented by a point in Figure 1-2). The sloping lines in Figure 1-2 represent vehicle decay curves developed using this data for the 12-year and 4-year service-life categories. Here, overall vehicle physical condition is measured on a scale of 5 (excellent) through 1 (poor). The trend lines capture the rate of vehicle decay.

The inspections revealed both a slow decline in vehicle physical condition (and related service quality and reliability) with age and (for each age) a wide variation in condition driven primarily by differences in vehicle mileage and maintenance practices (captured here by the spread of vehicle condition observation points), but no obvious age or condition value for vehicle retirement. Hence, while these condition/age relationships are extremely valuable in understanding and predicting the rate of physical decay for transit vehicles, they cannot be used to identify a *specific* desired retirement age or condition. As a point of reference, most transit operators replace their vehicles somewhere between condition 2.0 to 2.5 on this chart.

#### **Cost-Based Useful Life Analysis**

In contrast to this condition-based approach, vehicle cost analysis can be used to identify a specific vehicle retirement age (or service miles) at which average annual life-cycle costs for each vehicle type are minimized. For example, the "minimum life-cycle cost" approach employed in this report (see Chapter 7) compares the decline in purchase cost per service mile over the life of a vehicle with the corresponding increase in operating and maintenance costs (as well as periodic engine, transmission, and other rehabilitation activities). The period in time at which the sum of these annualized capital and operating costs is minimized represents the financially optimal point for vehicle retirement. Unlike the engineering-based condition assessment, this method identifies a specific optimal point in the asset life cycle for vehicle retirement. However, while the engineering-based assessment does not provide a specific usefullife age, it does recognize declining service quality with age (which financial considerations alone do not). **Table 1-2** outlines the tradeoff between these two approaches.

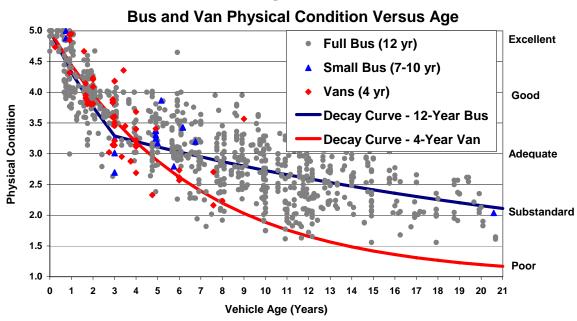


Figure 1-2

Table 1-2
Engineering Versus Economic Approaches to Identifying Useful Life

Approach	Measures Service Quality?	Identifies a Specific Useful-Life Value?
Engineering: Condition Based	Yes	No
Economic: Minimum Cost Replacement	No	Yes

#### Minimum, Optimal, Expected and Average Useful Life

Finally, this study frequently makes the distinction between four different concepts of useful-life including optimal useful life, expected (or planned) useful life, minimum useful life, and the current average retirement ages for U.S. transit buses. **Table 1-3** presents these concepts and their definitions. Understanding the differences in these definitions is important to understanding the analyses in the succeeding chapters of the report and also has importance to any potential changes to FTA's current service-life minimums. These concepts are also illustrated graphically in **Figure 1-3**.

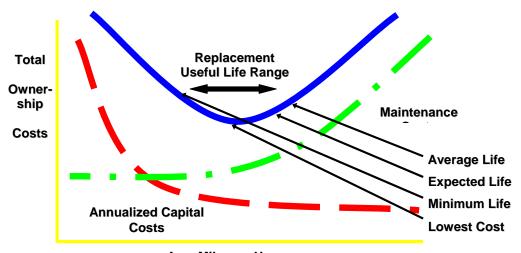
The distinctions between the definitions in Table 1-3 are more than semantic. Many within the transit industry equate FTA's 12-year *minimum* with the *expected* or desired useful life of a large transit bus (indeed, many of the agencies participating in this study have set their agency's *expected* useful life values equal to the FTA *minimum*). This rather then viewing the 12-year minimum as a point at which some useful-life remains. **From the viewpoint of establishing policy, it is recommended that FTA continue to establish its service-life** *minimum* **requirements such that some useful life does remain and yet the majority of useful life has been consumed. Under these circumstances, the** *expected***,** *average***, and** *optimal* **useful life values for each transit bus and van type should each occur after the service-life** *minimum* **(as is currently the case based on the results of this study). Maintaining this policy will ensure that (1)** 

tax payers derive good value from funds invested in transit buses, (2) agencies with higher than average vehicle wear rate characteristics (i.e., their expected and optimal useful lives are lower than the average) will have some leeway for earlier retirement, and (3) agencies with a "problem" vehicle model will also have some leeway for earlier retirement. (Chapter 5 considers provisions for more highly problematic vehicle models.)

Table 1-3 Vehicle Useful Life Concepts

Useful Life Concept	Definition Definition	Example Based on "12-Year" Bus
Expected or Planned Useful Life	The age at which transit operators	For many agencies, this point is
	plan to retire their transit vehicles	driven by policy and/ or funding
The age at which agencies "expect" or "plan" to retire their vehicles	under the assumption that these assets will be completely worn	availability and occurs at age 12 to 15
Average Useful Life	The average age at which U.S. transit operators "actually" retire their	Based on analysis of NTD data presented below, the average
The age at which agencies "do" retire their vehicles	transit vehicles	retirement age is 15.1 years.
Optimal Useful Life	The financially optimal point for vehicle retirement (i.e., the point at	Based on the analysis in Chapter 7, this occurs between 12 to 14 years
The age at which agencies "should"	which life-cycle costs are minimized)	depending on annual mileage and
retire their vehicles		other factors
Minimum Useful Life	The <i>minimum</i> age/mileage to retire a	Currently set at 12 years
	vehicle. This point assumes that	
The minimum age at which agencies	most vehicles still have additional	
are "allowed" to retire their federally	years of useful and cost-effective	
funded vehicles without penalty	service but that most of the asset's	
	value has been consumed	

Figure 1-3 Minimum Life-Cycle Cost Curve



Age, Miles, or Hours

Finally, the upcoming chapters of this report investigate and assess each of these differing useful life measures based on the survey responses, vehicle retirement activities, and life-cycle costs of U.S. transit operators. Specifically, Chapter 4 documents *average* useful life of all transit bus and van categories based on actual vehicle retirements as obtained from FTA's National Transit Database (NTD). Next, Chapter 5 documents the *expected* useful life of the nation's transit buses based on agency responses to a survey conducted for this study. Finally, Chapter 7 estimates the *optimal* useful life based on a minimum life-cycle cost analysis of each bus and van type. The study then compares and contrasts the assessed values for each of these differing measures of useful life with FTA's current service-life *minimums* to assess the appropriateness of those minimums and any potential need to change them.

#### What About Vehicle Hours?

Finally, FTA's minimum service-life policy is currently defined in terms of both vehicle age and vehicle miles. But, what about vehicle hours? As noted above, vehicle miles generally provide a better measure of vehicle ware as compared to vehicle age. However, the number of hours of service can vary significantly between vehicles with the same life-to-date mileage. Consider the contrasting cases of vehicles operated in slower moving, central business district routes versus vehicles operated for higher-speed, longer-distance commuter bus service. A vehicle operated at a relatively slow operating speeds will have many more service hours (and likely poorer physical condition) than a similar vehicles with the same life-to-date miles but operated at higher speeds. This suggests that vehicle hours should be included along with age and mileage as a minimum useful-life measure.

The problem with adopting vehicle hours as a measure of useful life is the fact that, unlike vehicle age and mileage, which can be measured (with mileage based on hub meter readings), operators do not currently maintain records of life-to-date vehicle hours and have no existing means of doing so. Hence, to be used as a measure of minimum useful life, these values would need to be *estimated* somehow, most likely based on an agencies average operating speed. The impact of average operating speeds (and by extension, vehicle hours) on vehicle retirement age is considered in the life-cycle cost analysis discussed in Chapter 8.

# **Project Approach**

To meet the needs of the study, the study team completed the following six independent analyses. Each of these analyses aimed to provide a different perspective on (1) the current useful life of transit buses and vans, (2) the appropriateness of FTA's minimum life policy, and (3) the policy's impact on transit vehicle life expectancies and vehicle retirement decisions at the agency level.

Review of FTA Service-Life Categories: The study provides descriptions of the types of
vehicles found in each of FTA's five service-life categories. This includes descriptions of the
vehicle physical characteristics, purchase costs, common service applications, primary
manufacturers, and annual units sold. The analysis also considers the source markets for
transit components including transit-specific and those components obtained from the

broader heavy-truck and automotive markets. The market analysis is intended to provide perspective on transit's role and position within the broader truck and automotive market, with emphasis on where transit has the ability (or inability) to influence component and overall vehicle life expectancy.

- Review of Useful-Life Related Bus Procurement Regulations: The study reviews federal legislation and circulars to identify federal requirements potentially impacting either the useful life or vehicle retirement decisions of the nation's operators of transit buses and vans. This review includes FTA's bus testing regulations, the Americans with Disabilities Act (ADA), Buy America requirements, the Standard Bus Procurement Guidelines, and the Clean Air Act and its Amendments.
- Review of Actual Retirement Ages: NTD data were used to determine the actual ages at which U.S. agencies are currently retiring vehicles within each of FTA's service-life categories. This analysis was then used to compare the average retirement ages with the minimum FTA age requirements for each of these vehicle types to determine how the current minimum retirement ages may be impacting local operator's vehicle retirement decisions.
- Industry Outreach: The study team conducted two sets of interviews with bus fleet managers, vehicle engineers, maintenance staff, and procurement personnel from a sample of the nation's large, medium, and small-sized bus and van operators. The first set of interviews were designed to document the industry's concerns with FTA's current service-life policy to obtain agency perspective on how that policy impacts agency procurement decisions, retirement decisions, or the expected life of agency vehicles, and to elicit suggestions on how or if that policy should be changed. These interviews were also used to further document vehicle retirement ages (both agency policy as well as the actual retirement ages) and to obtain bus and van life-cycle cost data. The second set of interviews consisted of follow-up questions to the original interviews—with greater focus on specific engineering issues such as the impact of new vehicle designs and technologies on expected vehicle life.
- Engineering Analysis: The engineering analysis examines the life expectancy of transit buses and vans within each of the existing vehicle categories, all from an engineering perspective (i.e., based on ability to maintain, service reliability, and safety). This analysis is completed both from the perspective of individual vehicle components and from that of the vehicle as a whole (i.e., the factors that determine overall vehicle useful life). The analysis then considers the appropriateness of the minimum life requirements for each vehicle category given the useful-life characteristics of each vehicle's component parts.
- **Economic Analysis:** This analysis identifies that point in the life cycle of each bus and van type at which total life-cycle costs are minimized. This point provides a financially logical age (or mileage) at which to retire that vehicle. The identified minimum cost replacement ages are then placed in context with the results of the engineering analysis. The combination of these two perspectives helps illustrate factors that drive grantees' vehicle retirement decisions.

Once again, each of these analyses provides perspective on how the current FTA minimum life requirements compare with useful life as determined from actual vehicle retirement ages, agency assessments of useful life, and life-cycle cost analyses. In turn, these perspectives provide a vantage point from which to assess the merits of FTA's current retirement minimums.

#### CHAPTER 2. FTA SERVICE-LIFE CATEGORIES

This chapter provides a detailed review of each of the five service-life vehicle categories currently used by FTA. The purposes of this chapter are threefold. First, the chapter provides the reader with a solid understanding of the characteristics of each of the five vehicle types. This includes both the general physical differences between vehicles in the differing category types as well as differences in cost. This background is critical for an effective understanding of the findings in the sections and chapters to follow.

Second, the detailed descriptions of each vehicle type and the components used in their manufacture also serve to emphasize the commonalities among vehicles in the same category and differences between vehicles in different categories. Stated differently, this review of the five categories and the vehicles in those categories demonstrate that FTA is well served by the five existing minimum service-life categories. The exceptions are the 4-year and 5-year categories, which have significant similarities to each other in terms of both general characteristics as well as the names of the manufacturers serving those markets.

Third, this chapter provides a market assessment, for both vehicles and their components, of all five FTA bus and van categories. A primary objective here is to highlight the small size of the market for transit buses and vans relative to the auto and heavy-truck market from which most transit bus vehicle components and some bus and van vehicle types are derived. Given this small market share, the transit industry has little ability to impact the useful life of most transit vehicle types and components *in a cost-effective manner*. For this reason, the useful-life characteristics of transit buses and vans are largely determined by the wider truck and auto market, and any significant attempts to increase or decrease the useful life of transit specific vehicles are also likely to have a negative impact on vehicle cost.

This chapter is organized as follows:

- Service-Life Category Descriptions
  - Physical Description of Each Vehicle Type
  - Market Analysis of Vehicle Chassis and Components by Category
- Implications for the Current Service-Life Categories

# **Service-Life Category Descriptions**

#### Large, Heavy-Duty Buses (12 Years; 500,000 Miles)

Approximately three in four rubber-tired transit vehicles are 12-year buses, making this vehicle type the transit industry's primary workhorse. With a standard length of 40 feet (with variants ranging from 30 to 60 feet), a gross vehicle weight of roughly 33,000 to 40,000 pounds, and an average seating capacity for about 40 passengers, the 12-year bus is also the largest, heaviest, and biggest capacity rubber-tired vehicle serving the transit market.

Construction: Vehicles in the 12-year category are typically built on integrated structure chassis, unit body monocoque, or semi-monocoque chassis. Heavy duty chassis of the high-floor unit body type are built with substantial amounts of metal in under-structural bulkheads and sidewalls, located at points of concentrated stress such as the front and rear suspension attach points, passenger door openings, and the engine cradle. The size and thickness of these bulkheads and sidewalls results in a strong structure with a good margin for corrosion-related structural degradation and are a key factor in the overall longevity of this vehicle type.



**Composite Monocoque Structure** 

A less expensive type of construction is an integrated chassis composed of multiple tubing elements, sometimes referred to as a "stick built" chassis. These stick-built structures consist of

an integrated floor, roof, and sidewall structure of metal tubes welded together on which the major components are attached. Low-floor buses typically use this type of construction as there is very little space under the floor for large structural elements. The relatively small size of the structural elements of the low-floor bus provides less structure to bear the suspension and engine loads and reduces the tolerance of the structure to the effects of corrosion—a factor which may lead to shorted vehicle life expectancies for

**Low-Floor Stick Chassis** 



this vehicle type (this issue is discussed further in Chapter 6). Both traditional and stick-built structures are covered with outer panels composed of either stainless steel, aluminum or composite materials.

#### 12-Year Vehicle Types

High and Low Floor Vehicles: Prior to the mid-1990s, all 12-year buses were exclusively "high-floor" vehicles. However, in response to the ADA, the industry developed low-floor buses that use ramps, kneeling mechanisms, or steps just a few inches above the curb or level with the curb for ease of entry. Low-floor buses are available in every size of heavy-duty bus from short lengths to 60-foot articulated vehicles. While the cost and most physical characteristics of high-

and low-floor vehicles are similar, some operators suspect that low-floor vehicles may have a lower expected life as compared to the traditional high-floor vehicle. Chapter 6: Engineering Analysis addresses this possibility.

*Vehicle Lengths:* 12-year buses come in a variety of sizes ranging from 30 feet to 60 feet (articulated) buses. Shorter 30- to 35-foot

M

NABI Articulated Low-Floor Bus

models are used on lower ridership routes and/or on streets with limited maneuverability. In contrast, 60-foot, articulated buses are used on high ridership corridors. Articulated buses are available in both high- and low-floor configurations.

*Propulsion System Options:* Twelve-year vehicles are available with a wide variety of propulsion system options including diesel, gas, CNG, electric, and hybrid systems.

Vehicle Costs: Table 2-1 presents typical purchase costs for large, heavy-duty, 12-year buses.

Table 2-1
Purchase Costs: Large Heavy-Duty Buses (12-Year)

Model Type	Cost
High-floor, 40 foot	\$350,000
Low-floor, 40 foot	\$350,000
40-foot Hybrid	\$500,000
60-foot articulated	\$500,000
Bus rapid transit	\$500,000-\$1M

#### 12-Year Vehicle Market

Unlike all other bus and van types, the "12-year" bus is manufactured almost exclusively for the transit market by a small number of specialized manufacturers. Hence, while this vehicle includes numerous components obtained from the heavy-truck market, the chassis, body, and many key components of this vehicle type are manufactured specifically with the needs of the transit market in mind. Of the roughly 3,000 heavy-duty, 12-year transit buses sold each year, approximately 95 percent or more of these vehicles are destined for use in the transit market. Most of the remaining vehicles are sold for applications similar to transit, including shuttle buses at airport parking lots and at some national parks.

While 12-year vehicles are manufactured specifically for transit and similar applications, a large proportion of these vehicles' components, including the engine, transmission, axels, brakes, suspension, air compressors, and power steering, are derived from the significantly larger heavy-truck market. In fact, the total value of components derived from the heavy-truck market account for roughly 40 percent of the value of a new 40-foot bus. In a sense, transit bus manufacturers "borrow" these components from the much larger heavy-truck market (roughly 300,000 heavy trucks are sold annually versus 3,000 twelve-year buses), leading to significantly cheaper component prices than would be possible if they were manufactured solely for the 12-year vehicle market. On the down side, these components are designed with the heavy-truck market in mind—and not the specific needs of transit users. Hence, transit has little ability to influence the useful-life characteristics of these components in a cost-effective manner (i.e., as any transit "customized" components would be developed for a transit market that is one percent of the size of the truck market for which those components are currently manufactured).

In contrast, the chassis, body and several other components, including the doors, wheelchair lifts, axles on low-floor buses, destination signs, and HVAC, are manufactured solely for the transit

market. **Table 2-2** summarizes the shares of 12-year vehicles and related vehicle components destined for the transit market.

*Manufacturers:* Vehicles in this category are built by a relatively small number of manufacturers that specialize in this vehicle type. These include Gillig, Millennium Transit, North American Bus Industries (NABI), New Flyer, Nova Bus, and Orion.

Table 2-2 Market Analysis: 12-Year Bus Vehicles and Components

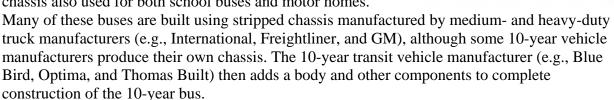
Vehicle Components	Primary Market	Annual Units Sold	12-Year Vehicle Share of Market	Share of Vehicle Purchase Cost
Total Vehicle				
12-Year Bus	Transit	3,000	95% or more	NA
Vehicle Components				
Chassis, body, doors, wheelchair lifts, low floor axles, destination signs, HVAC	Transit	3,000	95% or more	60%
Engine, transmission, axles, brakes, suspension, air compressors, and power steering	Heavy Truck	300,000	1%	40%

### Small, Heavy-Duty Buses (10 Years; 350,000 Miles)

The 10-year service-life category represents the second-most durable buses used in transit. Vehicles in the category average roughly 30 to 40 feet in length (with most in the 30-foot range),

have gross vehicle weights of approximately 26,000 to 33,000 pounds, and have seating capacity for between 26 to 35 passengers. Vehicles in this category account for roughly one percent of the nation's bus and van fleet.

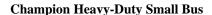
Construction: This class of vehicles was initially served by body-on-frame manufacturers using construction methods similar to school buses. These manufacturers build their vehicles using medium heavy-duty, rear engine, "stripped" chassis also used for both school buses and motor homes.



More recently, small bus manufacturers have been adapting European designs for the North American bus market. The European designs have narrower widths (some as narrow as 96 inches) than typical North American bus designs and are promoted as more maneuverable in tight urban and suburban operating areas. The adapted European designs also incorporate aluminum integral structure unit body monocoque or semi-monocoque structures, which is a

departure from the typical steel or stainless steel in more traditional North American designs. The vehicles are available in both low floor and high floor.







**Eldorado Heavy-Duty Small Bus** 

Vehicle Costs: Table 2-3 presents typical purchase costs for small, heavy duty, 10-year buses.

Table 2-3
Purchase Costs: Small, Heavy Duty Buses (10-Year)

Model Type	Cost
Body on Frame (30-40 feet)	\$200,000 - \$250,000
Integral Chassis (30-40 feet)	\$250,000 - \$325,000

#### 10-Year Vehicle Market

Transit buses account for only a very small proportion of the body-on-frame vehicle market from which the 10-year bus is derived. More accurately, of the roughly 60,000 vehicles manufactured using body-on-frame construction each year, only 200 to 300 are finished as 10-year transit buses (i.e., the body is a passenger compartment intended for transit or similar applications). The vast majority are finished as school buses or motor homes (in fact, many buses sold in the 10-year category are just modified school buses). Hence, for most 10-year transit buses, the primary transit-specific components are the body (including the interior), destination signs, and fare collection equipment. The majority of the vehicle's major components, including the chassis, engine, transmission, axles, brakes, and steering, are derived from either the broader school bus or motor home market of the still larger heavy-truck market. **Table 2-4** presents a summary market analysis of the 10-year vehicles and their components.

*Manufacturers:* Vehicles in this category are built by a relatively small number of firms that generally specialize in the manufacture of school buses, motor homes, and small transit vehicles. These include Blue Bird Corporation, Optima Bus, Supreme Corporation, and Thomas Built buses.

Table 2-4
Market Analysis: 10-Year Bus Vehicles and Components

Vehicle Components	Primary Market	Annual Units Sold	10-Year Vehicle Share of Market	Share of Vehicle Purchase Cost
Total Vehicle				
10-Year Bus	Transit	200 to 300	95% or more	NA
Vehicle Components				
Body, doors, destination signs	Transit	200 to 300	95% or more	35%
Chassis, wheelchair lifts, HVAC	School bus and motor home	60,000	Less than 1%	25%
Engine, transmission, axles, brakes, suspension, air compressors, and power steering	Heavy-Truck	300,000	Less than 1%	40%

### Medium-Duty and Purpose-Built Buses (7 Years; 200,000 Miles)

The 7-year service-life category represents the mid-level in terms of bus durability and size. Vehicles in the category average roughly 25 to 35 feet in length (with most in the 30-foot range); have gross vehicle weights of approximately 16,000 to 26,000 pounds; and have seating capacity for between 22 to 30 passengers. Vehicles in the 7-year category account for just over two percent of the nation's bus and van fleet.



The majority of buses in this category are purpose built using either a front-engine cab chassis or a stripped chassis, both of which are manufactured by medium- and heavy-duty truck manufacturers (e.g., International, Freightliner, and Workhorse). A "final stage" transit vehicle manufacturer (e.g., Champion, Eldorado National, and Goshen Coach) then adds a body and other components to complete construction of the 7-year bus.

Medium-Duty Cab Chassis Bus: Cab chassis is a term the trucking industry uses to describe a chassis equipped with a complete operator cab. The chassis has a conventional layout with an engine and transmission at the front, and the chassis is available in varying wheelbases and lengths. The cab chassis and chassis are sent incomplete to final stage manufacturers who mount custom bodies to the chassis rails. These chassis are popular and used for school buses, delivery trucks, transit and shuttle buses, and recreational vehicles.

Medium-Duty Stripped Chassis: Stripped chassis are similar to cab chassis except that the chassis is supplied without a sheet metal cab. The chassis is provided by the final stage manufacturer (e.g., a transit vehicle manufacturer) with an operator's platform that includes the instrument cluster and

**Purpose-Built Front-Engine Cab** 



**Medium-Duty Stripped Chassis** 



switch gear, control pedals, operator heating and air conditioning, and an operator's seat. The final stage manufacturer then builds a single body to place on top of the chassis that houses both the passenger section and operator station. The stripped chassis enables a bus manufacturer to design a body configuration closer to that of an urban transit bus. The front engine layout, however, dictates the locations of the entrance door to be behind the front axle and operator station. Typically, the body is equipped with a single door. Front-engine chassis are popular because they are produced in large numbers for the trucking industry, and hence, are relatively affordable. However, the front-engine configuration compromises ride quality because of its heavily forward-biased weight distribution.

*Vehicle Costs*: Table 2-5 presents typical purchase costs for medium-duty, 7-year buses.

Table 2-5
Purchase Costs: Medium-Duty Buses (7-Year)

Model Types	Cost
Bus built on cab chassis	\$75,000
Bus built on stripped chassis	\$100,000
Trolleybus built on stripped chassis	\$175,000

### 7-Year Vehicle Market

As with the 10-year vehicle type, vehicles in the 7-year category account for only a very small proportion of the medium-duty truck market from which they are derived. Of the roughly 50,000 vehicles manufactured by the medium-duty truck market each year, only about 300 are finished as 7-year transit buses (i.e., the body is a passenger compartment intended for transit or similar applications). The remaining vehicles of this general type are completed for a broad array of different uses including airport and hotel courtesy vehicles, ambulances, moving vans, medium-size trucks, and motor homes. Here again, for most 7-year transit buses, the primary transit specific components are the body (including the interior), doors, destination signs, and fare collection equipment. The remaining major components, including the chassis, engine, transmission, axles, and brakes, are once again derived from a broader, "non-transit" market.

Table 2-6 presents a summary market analysis of the 10-year vehicles and their components.

*Manufacturers:* The number of manufacturers that have developed transit vehicles in this category is larger than the 10-year and 12-year vehicle types. These include Cable Car Classics, Champion Bus, Eldorado National, Glaval Bus, Goshen Coach, Molly Corporation, Starcraft Automotive Corporation, Startrans, Supreme Corp, and Trolley Enterprises.

Table 2-6
Market Analysis: 7-Year Bus Vehicles and Components

Vehicle Components	Primary Markets	Annual Units Sold	10-Year Vehicle Share of Market	Share of Vehicle Purchase Cost	
Total Vehicle					
7-Year Bus	Transit	300	90% or more	Na	
Vehicle Components	Vehicle Components				
Body, doors, destination signs, wheelchair lifts	Transit	300	90% or more	30%	
Chassis, engine, transmission, axels, brakes, suspension, air compressors, and power steering, HVAC	Medium-Duty Truck Market	50,000	Less than 1%	70%	

### Light-Duty Vehicles (5 Years; 150,000 Miles and 4 Years; 100,000 Miles)

The 4- and 5-year service-life categories represent the smallest buses used in transit, and are typically built on cutaway van chassis or modified vans approximately 16 to 28 feet in length as characterized by FTA. The majority of buses in this category are modified minivans, modified and unmodified full-size passenger vans, and specially built buses using cutaway chassis produced by

**Automotive Minivan with Second-Stage Access Ramp** 



automobile manufacturers. In contrast to the 12-, 10-, and 7-year categories (which are more clearly defined from one another), the 4- and 5-year vehicle categories have a significant amount of overlap with each other in terms of both the vehicle characteristics and the manufacturers that serve these categories. For this reason, these two categories are presented together in this section. Together, the two categories account for more than 20 percent of all transit buses and vans (the vast majority of which are 4-year vehicles).

Modified Minivans (4-year vehicle): The automotive minivan is a popular choice in serving vanpools and paratransit operations for transit authorities. These minivans are the same vehicles popular with large families because of their efficient use of space, low floor, and sliding doors. For use in the transit industry, minivans are often modified by second-stage manufacturers and equipped with wheelchair ramps and raised roofs. Installing a wheelchair ramp requires major modifications to provide sufficient height clearance for the wheelchair and its occupant.

Automotive Minivan with Second-Stage Raised Roof and Ramp



Modifications typically involve cutting and removing the floor structure between the front and rear axles and welding a custom floor constructed from rectangular tubes that is lower by as

much as six inches from the existing structure. The modified floor necessitates rerouting of the exhaust system, brake lines, and electrical harnesses. While lowering the floor is an extensive modification, it enables the use of a ramp rather than a wheelchair lift. Another approach to integrating a wheelchair ramp into a minivan is to raise the roof and add a raised top. This modification increases the height of the opening, enabling the wheelchair and its passenger to enter the van without restriction. In performing this modification, critical structure, such as the point where the pillars and the roof structure come together, are retained. Other than these noted access enhancements, these vans are used as they are sold to the general market, with no further modifications.

Full-Size Passenger Vans (4-year vehicle): With the advent of the minivan, full-size vans have become less popular with large families, but remain popular in commercial applications and in serving vanpool and paratransit operations for transit authorities. Since 1996, all full-size vans use body-on-frame construction, meaning that the body is a separate component and physically mounts to the frame with bolts and rubber isolating bushings similar to the method used for trucks. Modifications to full-size vans are limited to raised

Full-Size Van Modifications

Model above is GMC SAVANA extended van

On Savana extended van

roofs and the installed wheelchair lifts. These types of modifications are typically supported by the van manufacturer.

Buses Built on Cutaway Van Chassis (4- or 5-year vehicle): Cutaway chassis is a term the vehicle industry uses to describe a full-size van with the section of the body behind the B-pillar or the area aft of the front passenger seats removed. These chassis are manufactured primarily by the domestic auto manufacturers, including Ford, GM, and DaimlerChrysler. Final-stage manufacturers take these cab chassis, mount specialty-built bodies to the frame rails, and integrate them with the remaining front cab section. In doing so, final-stage

Cutawav Van Chassis



manufacturers provide custom-made bodies that better meet the requirements of their customers or targeted industry (e.g., transit). For transit, bodies are constructed from a variety of materials including steel, aluminum, and fiberglass.

Note here that the distinction between the 4- and 5-year vehicles is not well defined. A general rule in making the distinction between them is that the 5-year vehicles generally feature higher capacity truck axles with dual rear wheels (versus single for the 4-year vehicle), higher capacity springs and other suspension components, a somewhat heavier-duty frame, and frequently a slightly wider body. These differences support high passenger

**Example Passenger Body** 



capacities and some additional durability as compared to the 4-year models.

Van and cutaway van chassis manufacturers provide detailed guidelines on approved modifications to their products. Following these guidelines prevents the final-stage manufacturer from having to re-certify to federal emissions and safety standards.

*Vehicle Costs:* **Table 2-7** presents typical purchase costs for light-duty, 4- and 5-year buses.

Table 2-7
Purchase Costs: Light-Duty Buses (4-Year and 5-Year)

Model Types	Cost
Modified Mini-Van (paratransit)	\$30,000-40,000
– mini-van platform	\$20,000-30,000
Full-Size Van (van pool)	\$25,000-30,000
Small Bus Built on Cutaway Van Chassis	\$50,000-65,000
- Cutaway van chassis	\$20,000-30,000

#### 4-Year and 5-Year Vehicle Market

More so than any of the other vehicle categories, transit has very little influence on the design and manufacture of vehicles in these two categories. For example, of the 1.1 million minivans sold each year, roughly 3,000 are purchased and modified for transit uses (less than 0.3 percent of the total market). Similarly, of the 370,000 cutaway chassis sold annually, roughly 2,500 are purchased and modified for transit uses (a 0.7-percent market share).

*Manufacturers:* Ford Motor Company, General Motors, and DaimlerChrysler are the three manufacturers building, selling vans, and supplying vans and cutaway van chassis to second-stage manufacturers for final assembly for the transit industry. The manufacturers modifying these vehicles for transit uses are largely the same as that for the 7-year vehicle category. These include Braun Corporation, Champion Bus, Eldorado National, Girardin Corporation, Goshen Coach, Mid Bus, National Coach Corp, Starcraft Automotive Corporation, Supreme Corp, Turtle Top, and Vision Point Mobility.

# **Implications for the Current Service-Life Categories**

In addition to providing the reader with some familiarity of the five current service-life categories, the preceding review also supports some critical assessments of FTA's existing service-life policy and the broader issue of useful life in general. These include the following questions:

- Do the existing service-life categories "make sense?"
- Should FTA restrict the service-life categories in which vehicles are tested?
- What leverage does the transit industry have in influencing vehicle useful life?
- Do the service-life categories require periodic review?

The following sections address each of these questions.

### Do the existing service-life categories "make sense?"

A key objective of this study was to review and assess the appropriateness of the five existing service-life categories—not just from the viewpoint of the useful-life values themselves (e.g., 12-, 10-, and 7-years), but also examining whether the groupings of vehicles in these categories "make sense." Based on the review above, it is clear that the five existing service-life categories do represent logical groupings of vehicles having broadly similar characteristics in terms of construction methods, size, weight, passenger capacities, cost, and manufacturers (the following chapters address the actual useful-life similarities of vehicles in these five categories). **Table 2-8** provides support for this view.

Table 2-8 Comparison of Vehicle Types in FTA's Five Service-life categories

	Typical Characteristics				Minimum Life	
Category	Length	Approx.	Seats	Average Cost	(Whichever comes first)	
	Lengui	GVW	Scals	Average Cost	Years	Miles
Heavy-Duty Large Bus	35 to 48 ft and 60 ft artic.	33,000 to 40,000	27 to 40	\$325,000 to over \$600,000	12	500,000
Heavy-Duty Small Bus	30 ft	26,000 to 33,000	26 to 35	\$200,000 to \$325,000	10	350,000
Medium-Duty and Purpose- Built Bus	30 ft	16,000 to 26,000	22 to 30	\$75,000 to \$175,000	7	200,000
Light-Duty Mid-Sized Bus	20 to 30 ft	10,000 to 16,000	16 to 25	\$50,000 to \$65,000	5	150,000
Light-Duty Small Bus, Cutaways, and Modified Van	16 to 28 ft	6,000 to 14,000	8 to 22	\$30,000 to \$40,000	4	100,000

As noted in the text above, the key exceptions to this observation are the 4-year and 5-year vehicles built using cutaway chassis. Here, there is a significant degree of overlap between the 4-and 5-year vehicle categories in terms of construction type, sizes, vehicle weights, costs, and manufacturers. It should also be noted that the useful life attributes of these two vehicle types were not found to be significantly different in the review of actual vehicle retirement ages presented in the next chapter. However, despite these similarities, the review in this chapter and the analysis in succeeding chapters do not provide adequate grounds for combining these two into a single 4- or 5-year vehicle category.

### Should FTA restrict the service-life categories in which vehicles are tested?

The preceding section suggests that FTA is well served by the five, existing, minimum service-life categories. However, this suggestion is subject to the important caveat that the bus testing program "rates" vehicles in the categories best suited to those vehicle's characteristics. In recent years, some manufacturers have successfully lobbied in a more durable category than would appear warranted by their vehicle's general characteristics (e.g., testing a bus with 10-year characteristics as a 12-year bus). This has resulted in service reliability issues and, in some

instances, early retirement for the purchasing agencies when the tested vehicles were not found to have the expected durability.

The next chapter further discusses the overall requirements of the bus testing program and its relationships to useful life. The issue here is that while the category definitions appear sound based on this review of vehicle types, the most significant limitation in the current five-category system may lie in permitting vehicles to be tested in a higher service-life category than the one that best suits the characteristics of their vehicle. Given this consideration, FTA may wish to more tightly control in which categories vehicles are eligible to test based on some combination of characteristics (e.g., gross vehicle weight, seating capacity, other), but with the potential for special waivers to test in a different category so as not to stifle innovation. (Manufacturers should be required to provide reasonable justification as to why their vehicles should be tested in the higher durability category.)

### What leverage does the transit industry have in influencing vehicle useful life?

The analysis above identified the origin markets for the chassis, body, and other components for each of the five vehicle categories. A key objective of this analysis was to demonstrate that nearly half of the vehicle components for 12-year buses and a significant majority of the components for all other vehicle categories (including chassis, engines, and transmissions) are obtained from the heavy-truck and automotive markets. Given that transit represents a very small proportion of these markets (generally less than one percent), the transit industry has little ability to influence the characteristics of these components, including their useful life, in a cost-effective manner.

A key exception here is the structure of 12-year buses. As discussed in Chapter 6, the useful life of a 12-year vehicle is determined primarily by the durability of its structure (as most major components are replaced or rebuilt over the life of the structure). To the extent that 12-year bus structures are designed and manufactured solely for transit use, the transit industry has better ability to influence this component's design and durability characteristics. (Although, given the manufacturers' small annual order sizes and local agencies' tight capital budgets, funding such innovation is challenging in practice.)

With most other components and nearly all other service-life categories, this is not the case. Hence, for example, the transit industry cannot significantly alter the useful life characteristics of minivans or buses built on cutaway chassis without incurring the cost of further customizing these mass-produced items to meet transit-specific needs. In short, for component types and vehicle types derived largely from mass-produced markets, the industry is likely better served by adopting useful life expectations to the existing characteristics of these assets rather than attempting to further modify them to better suit transit.

### Do the service-life categories require periodic review?

Finally, the useful life and other characteristics of transit buses and vans do change over time with changes in technologies, vehicle designs, new propulsion technologies, new materials, etc. Given this ongoing change, the current five-category system may no longer effectively capture

the useful life or other characteristics of the nation's bus fleets (e.g., consider the possibility of more durable BRT vehicles with useful life characteristics closer to rail vehicles). Thus, FTA should consider conducting periodic reviews of the service-life categories every 5 to 10 years.

### **CHAPTER 3. LEGISLATION AND PROCUREMENT**

This chapter provides a review of legislative requirements, other than the minimum service-life requirements themselves, with emphasis on their potential useful-life implications. This includes FTA's bus testing regulations and ADA, Buy America, and Clean Air Act requirements. In addition, the chapter considers the impacts of procurement methods and guidelines on useful life expectations. Finally, this chapter reviews prior FTA and industry studies on both the establishment and the consequences of FTA's existing minimum service-life policy.

# **FTA Service-Life Circulars and Regulations**

This section highlights the federal regulations that are relevant to the useful life of buses and vans (with the exception of the minimum life requirements themselves). While many of these regulations are found to have potential useful life implications, the implications generally are considered minor relative to the issues of annual mileage, new vehicle designs, changing life-cycle economics, and other drivers of useful life as considered elsewhere in this report.

### **Buy America Regulation**

Buy America requires that rolling stock (i.e., vans, buses, and rail cars) procured with federal funding must contain, at a minimum, 60-percent domestic content by cost and that final assembly takes place in the Unites States. These requirements are designed to protect and ensure the long-term viability of the domestic bus and van market.

This legislation is also suspected of having a negative impact on vehicle life expectancy. Since bus manufacturers rely on the cost of major components (e.g., engine, transmission, and axles) to meet domestic content requirements, the Buy America regulation in effect limits the amount of money a bus manufacturer can spend on the (foreign built) structure of the vehicle, which tends to drive the vehicle's useful service life.

For example, North American Bus Industries (NABI) recently pulled the "CompoBus" from the U.S. market. This bus used an expensive and durable composite material for the vehicle's structure, which performed extremely well at FTA's Altoona testing facility. Unfortunately for NABI, the higher cost of the structure prevented it from complying with the Buy America regulation and from staying price competitive in the U.S. low-bid, bus procurement market. Manufacturing this composite structure in the Unites States was not considered an option given higher domestic production costs. The resulting bus structure cost exceeded the comparable cost level of the standard steel structure cost, making the CompoBus uncompetitive in a low-bid procurement environment.

### **Bus Testing Regulation**

The Bus Testing Regulation requires new bus and van models to be tested at FTA's Altoona, Pennsylvania, test facility before they can be purchased using federal funds. The purpose of the

testing is to provide vehicle performance information that grantees can use to help inform their purchase or lease decisions for new vehicles. These tests do not assign pass or fail standards, nor do they assign an overall vehicle performance grade. Rather, the testing process is only designed to report test results to the manufacturer and potential grantees. The Altoona program consists of seven automotive tests including maintainability, reliability, safety, performance, structural integrity, fuel economy, and noise.

Importantly, the bus's performance on the structural integrity test is believed to correlate closely with the bus's structural performance in revenue-generating service. This accelerated testing simulates up to 25 percent of the mileage accumulated by transit buses in revenue service. Most bus manufacturers design their structures to minimize the failures that occur during testing. Even the better manufacturers find themselves altering their designs based on testing results. The impact of this testing on actual vehicle useful-life remains unclear. It is certainly the case that manufacturers may beef up their structures to ensure that they pass the 25-percent accumulated mileage test. On the other hand, by designing their structures to minimize the specific types of failures that occur during testing, manufacturers may not be fully addressing the long-term structural requirements to meet FTA's minimum life requirements.

The Bus Testing Program may also have other useful life implications. The tests performed by the program vary depending on the FTA's service-life categories, with the tests becoming more stringent for vehicles with higher service-life minimums (e.g., testing is more stringent for a 12-year bus than for a 10-year bus, and so on). Over time, many manufacturers have lobbied to have their vehicles tested in a higher service-life category than might otherwise be expected given the characteristics of their vehicle (e.g., based on gross vehicle weight, passenger capacity, or length). Given the absence of a pass/fail or vehicle grading scale, this allows a manufacturer to advertise that their vehicle has been tested as a "12-year" bus when its design characteristics are really more similar to those of a typical 10-year vehicle. While this vehicle may easily pass the 25-percent accumulated mileage test for a 12-year vehicle, the structure may not withstand a full 12 years of hard revenue service. In this case, the Bus Testing Program may not impact useful life so much as potentially allow vehicles to be incorrectly classified.

### Americans with Disabilities Act (ADA)

The ADA requires that transit buses and vans are accessible to persons with disabilities. Initially, this requirement was fulfilled with lifts, but more recently, low-floor buses have become the preferred approach to fulfill the ADA requirements. With the popularity of heavy-duty, low-floor buses, issues surrounding compliance with regulations such as maintaining wheelchair lifts are losing relevance on 12-year vehicles. However, buses in the lower service-life categories (e.g., 4-, 5-, 7-, and 10-year) that are built on top of truck or school bus-based frame rail chasses continue to necessitate the use of wheelchair lifts. This adds costs that have some effect on the economic measure of useful life. A more important effect of this regulation is that low-floor buses may not have the same long-term structural integrity as more traditional bus designs. This suspicion (voiced by some study interviewees) cannot be fully confirmed until more vehicles with this relatively new bus design approach and pass their useful life standards.

# Environmental Protection Agency (EPA), California Air Research Board (CARB), and Clean Air Act

The EPA, CARB, and Clean Air Act Amendments affect the permissible emissions levels for buses and vans. In general, these regulations have little or no impact on the physical life expectancy of transit buses. This is because emissions regulations only have implications for vehicle drive trains (i.e., engine and transmission), and these vehicle components generally have life expectancies much less than that of the vehicle structure (e.g., 250,000 and 300,000 miles for the engine and more than 5000,000 for the structure). However, to the extent that environmental regulations drive the costs of replacement engines and transmissions, they can affect vehicle life-cycle economics (both nonrecurring capital costs and recurring operating and maintenance costs) and thus impact the "optimal" timing of vehicle replacement.

Major changes to the emission regulations are occurring in calendar years 2007 and 2010. The 2007 emission standards will dictate the use of exhaust after-treatment technology such as diesel particulate filters (DPFs). Most of the 2007 diesel engines will also incorporate cooled exhaust gas recalculating (EGR) technology. These technologies are available, and impacts on service-life options are not expected.

### **Procurement Methods and Guidelines**

This section considers the impacts of procurement guidelines and different procurement methods on the life expectancy of transit buses and vans.

#### Standard Bus Procurement Guidelines

In the mid-1970s, FTA sponsored the development of standard bus procurement guidelines. This document is commonly referred to as the "White Book" (in reference to the color of its cover). Since then, the American Public Transportation Association (APTA) has sponsored updates of the bus procurement guidelines and expanded them to cover new technologies such as low floors, CNG, and articulated buses. The guidelines heavily influence the design and durability of heavy-duty transit buses. The guidelines address all areas of the vehicle including component design, performance, materials, corrosion protection, structural integrity, and warranties. By establishing useful and well-followed industry standards, this reference has indirectly helped to maintain bus and van useful life characteristics.

A group of the larger transit agencies in the Northeast has developed a more extensive set of bus specifications to append to the APTA "White Book." These specifications have been developed to procure buses that can operate more reliably in the more difficult duty cycle and operating environment of these urbanized areas. The revised requirements are focused on more stringent structural integrity and corrosion prevention specifications. These are the most important constraints to fulfilling the FTA minimum service-life policy in these operating environments and even extending these buses to as long as 15 years of service. Examples include:

• The Washington Metropolitan Area Transit Authority (WMATA) uses these extended specifications to procure buses that can better fulfill the 15-year life objective established by its board policy.

- New York City Transit (NYCT), the main initiator of the more extensive bus specifications, was looking for a bus design that could achieve the 12-year service-life objective with reliable service in a slow-speed, stop/start urban duty cycle in New York City.
- The Toronto Transit Commission (TTC) was part of this research and is now trying to extend its bus useful life to 18 years or longer to help address constraints on bus replacement funding.

All three of these examples present different paths to the same priority—a structurally stronger bus to provide a longer and/or more durable service life in tough urban operating environments.

## **Third-Party Contracting Requirements**

The methods transit authorities use to procure buses have potential impacts on their useful life. In particular, use of the low-bid procurement method without establishing some critical pre-bid requirements can result in the purchase of a lower quality bus, with a below-average life expectancy. This is the result of fierce price competition (and cost reductions) to ensure a contract win. Within a pre-bid environment, the firm establishment of structural component requirements during the specifications stage is of particular importance to ensuring the minimum life requirements are attained. All other bus components can be replaced as long as the main structure can continue service.

# **Conclusions: Impact of Regulations and Procurement Practices**

In conclusion, while many federal regulations and industry procurement practices are believed to have potential useful life implications, these implications are generally considered minor relative to the issues of annual mileage, new vehicle designs, changing life-cycle economics, and other drivers of useful life. The key exception here is the low-bid procurement process, which may yield vehicles with lower quality structures leading to reduced vehicle longevity. To protect against this outcome, agencies need to establish firm structural component requirements during the pre-bid stage to ensure the minimum life requirements are attained.

### CHAPTER 4. AVERAGE RETIREMENT AGES

This chapter uses NTD data to identity the actual retirement ages for vehicles from each of the five existing bus and van service-life categories. The analysis is then used to evaluate how closely these *average* retirement ages correspond to the FTA *minimums* for each category. To a certain extent, the observed difference between the observed distribution of actual retirement ages as compared to FTA's retirement minimums provides a measure of actual vehicle durability relative to the minimum retirement points. However, for many operators, the difference between the FTA minimum and actual agency retirement age is also a reflection of agency funding limitations (i.e., some agencies would retire their vehicles sooner if sufficient funding were available).

# **Analysis of Actual Fleet Retirement Ages Using NTD Vehicle Data**

All U.S. transit operators receiving FTA Section 5307 Formula Funds are required to include a comprehensive listing of their transit bus and van fleet holdings as part of their annual NTD submissions. These vehicle listings document the number of active vehicles, age (date built), current year mileage, life-to-date mileage, make, model, fuel type, length, and passenger capacity of each sub-fleet operated by the reporting agencies (including vehicles operated directly by the agency as well as those operated by contract providers). Unlike the study survey data described in the next chapter (which only covers a small sample of the nation's bus and van operators), NTD provides good quality, empirical data on the actual retirement practices of virtually all U.S. bus and van operators<sup>1</sup>.

Conspicuously missing from this data (from the viewpoint of this study) is documentation of the service-life category to which each sub-fleet vehicle has been assigned (i.e., 12-year, 10-year, 7-year, 5-year, and 4-year), a limitation FTA may wish to address in future revisions to the NTD reporting requirements. To a limited extent, these useful life assignments can be inferred based on the vehicle size and carrying capacity data found in NTD. In addition, the make and model data recorded in NTD can also be compared to that found in FTA's bus testing records to help supply the proper assignments (although NTD's make and model data are not always populated or use the same designations as the bus testing records). Both of these approaches have been used by this study to help document actual vehicle retirement practices for each minimum service-life category.

### Analysis of NTD Bus and Van Data

This study used NTD transit bus and van vehicle data to assess the extent to which agencies operate vehicles beyond FTA's minimum service-life requirements and the extent to which the minimum vehicle age acts as a constraint on the fleet retirement decisions of the nation's transit

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<sup>&</sup>lt;sup>1</sup> As of 2006, rural transit operators receiving FTA Section 5311 funds are also required to report on their bus and van vehicle holdings. These data are not expected to be published until later in 2007. With the exceptions of Urban 5309 operators (who own more than 95 percent of the nation's bus fleets) and Rural 5311 operators, no other operator types are required to report to NTD.

operators. This analysis provides the measure of *average* vehicle useful life identified in Table 1-3 in Chapter 1.

In conducting this analysis, this study used the bus size classification employed by NTD prior to 2002 (at which time, the pre-existing, three-tiered bus size categorization based on seating capacity was consolidated into a single "Motorbus" category). This bus size classification provided a useful means to help segment bus vehicles into the five vehicle type categorizations as recognized by FTA's service-life policy. In addition, the vehicle model names, manufacturer names, and vehicle specifications as reported to NTD were thoroughly reviewed to ensure that all bus and van models were placed in the correct minimum service-life categories (using each vehicle model's Altoona bus test assignment). Vehicles that could not be definitively placed within one of these five categories were not included in this analysis. The resulting data sample covers all years from 1995 through 2001 and included more than 500 transit operators.

While NTD records the date built, make, and model of each agency's sub-fleets, it does not record the actual retirement of these vehicles. Therefore, as a means of identifying when individual agency sub-fleets were retired, the records for each sub-fleet were tracked from year to year (i.e., across multiple years of NTD submissions). This analysis then identified the point in time at which individual bus sub-fleets "disappeared" from the NTD record (i.e., the age at which sub-fleets were retired from service). These data were then aggregated across all operators and time periods to estimate the average actual retirement ages for each vehicle type. Use of multiple years of NTD vehicle data was crucial to an accurate determination of these retirement ages. However, even with seven years of NTD data and over 500 different transit operators, the sample sizes for the 10-, 7-, and 5-year bus categories remain relatively small. Hence, the analytic results for these bus types are less certain in comparison to the considerably more popular 4- and 12-year vehicle types.

This analysis was used to identify the following for each vehicle category:

- Actual Retirement Ages: Specifically, the distribution of actual retirement ages and the average retirement age for each vehicle type (comparing two consecutive years of data to determine which vehicles were retired from one year to the next).
- Percentage of Fleet Vehicles Exceeding the FTA Minimum and Later Age Values: Given the problematic nature of comparing vehicle records across multiple years of NTD submissions, the analysis also looked at the percent of active fleet that:
  - Exceed the service-life minimum by one or more years
  - Exceed the service-life minimum by two or more years
  - Exceed the service-life minimum by three or more years and so on...

This analysis is very helpful in assessing the distribution of fleet vehicle exceeding the minimum retirement ages.

• **Impact of the Minimum Service Requirement:** The impact that the minimum service requirement has on the actual distribution of retirement ages.

### Analysis of 12-Year/500,000-Mile Vehicles

As noted earlier, 12-year category vehicles account for more than three in four of the nation's

90,000 transit buses and vans. NTD data on vehicles in the 12year/500,000-mile category show that retirements peak at ages 14 through 17, and the average retirement age for vehicles in this category is 15.1 years (see Figure **4-1**). Hence, the vast majority of these buses are retired well beyond the 12-year and 500,000mile minimum. For example, more than three-quarters of retirements occur at age 14 or later. In contrast, only 6 percent of vehicles are retired at age 12 and only 7 percent at age 13. These results clearly indicate that

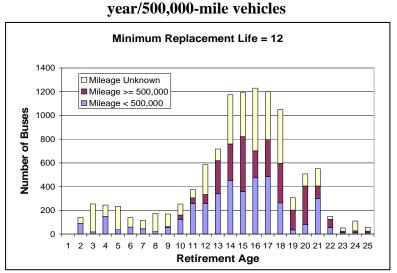


Figure 4-1: Retirement Age Distribution of 12-

the 12-year minimum itself is not a binding constraint for most transit operators, since they operate buses well beyond this age.

Figure 4-1 also suggests that some vehicles are retired prior to the 12-year minimum. Many of these retirements consist of vehicles that have reached the 500,000 minimum mileage prior to the 12-year minimum age (the chart shows the vehicle life-to-date mileage as of the year prior to vehicle retirement). However, there are also a number of "false" retirements depicted in this chart that capture NTD data entry errors (or changes in reported vehicle names from one year to the next), and perhaps some vehicle trading between agencies. Vehicle retirements prior to age nine were excluded from the calculation of average retirement age.

While the analysis in Figure 4-1 is helpful in evaluating the distribution of retirement ages, it has little to say about the impact of vehicle utilization on useful life. In contrast, **Figure 4-2** presents the proportion of active 12-year buses that are older than 12, 14, 16, and 18 years respectively (on the horizontal axis). These proportions are further segmented by average annual sub-fleet mileages, including groupings of vehicles with between 20,000 and 30,000 annual miles, 30,000 and 40,000 annual miles, and so on (with the 30,000 to 40,000 group further segmented between those agencies that do and do not perform comprehensive mid-life overhauls)<sup>2</sup>. As expected, the proportion of vehicles exceeding each age group threshold declines as the age threshold increases. Moreover, while roughly one-third of all vehicles for operators with between 20,000 and 30,000 annual miles per vehicle remain in service after the 12-year minimum is passed, a surprising 12 percent (roughly one in eight) of vehicles for operators with between 40,000 and 60,000 miles remains in service past age 12 (representing a range of between 480,000 and 720,000 life-to-date miles). *Hence, even the highest mileage operators, some with vehicles well* 

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<sup>&</sup>lt;sup>2</sup> Note that most US transit operators do not perform a comprehensive mid-life vehicle overall for their 12-year buses. Moreover, those agencies that do perform such overhauls have average annual sub-fleet mileages of between 30,000 to 40,000 miles.

beyond the 500,000-mile minimum, still maintain their vehicles in service past the 12-year age minimum.

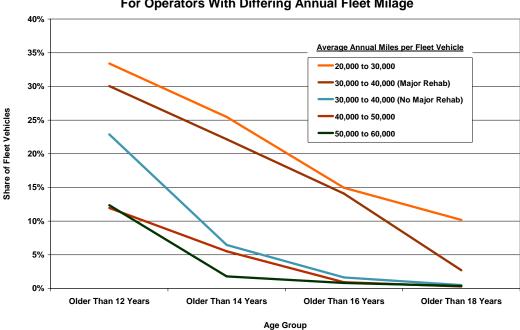


Figure 4-2
Share of Active "12 Year" Buses Exceeding Specific Age Levels:
For Operators With Differing Annual Fleet Milage

While the proportion of fleet vehicles remaining in service declines for all annual mileage groups, Figure 4-2 shows that the proportions in service remain fairly high past the 12-, 14-, and 16-year age thresholds for vehicles that do versus those agencies that do not perform a major mid-life overall. These findings demonstrate the effectiveness (if not the cost effectiveness) of these rehabilitations in extending vehicle life.

Finally, Figure 4-3 repeats the analysis from Figure 4-2, but this time segmenting 12-year vehicles between the articulated (60-foot), standard 40-foot, and 35-foot vehicle types<sup>3</sup>. This chart demonstrates that while the proportion of vehicles in service past 12 years tends to decrease with increasing vehicle length, a significant proportion of the active vehicles for each of these vehicle types remain in service after 12 years (including one in four 35-foot vehicles, one in five 40-foot vehicles, and one in six articulated vehicles).

In summary, this analysis suggests that the current 12-year requirement provides a reasonable retirement age minimum for large, heavy-duty vehicle types. This is because the majority of these vehicles are retired in the 6-year period following the service-life minimum, with the *average* retirement age occurring roughly three years past the *minimum* (providing a cushion for the early retirement of poor reliability vehicles). Similarly, the fact that most of the vehicle retirements for this group are concentrated in a 5- to 6-year period following the retirement minimum implies that the vehicles have roughly common useful characteristics, providing some

<sup>&</sup>lt;sup>3</sup> Note: As of 2005, NTD does not report many 30-foot buses with ages of 12 years or more.

validation to the current grouping of these vehicles within the same service-life category. Finally, regardless of annual vehicle mileage or vehicle length, a significant share of the nation's heavyduty vehicles remains in service after the 12-year minimum and many with more than 14 years of service.

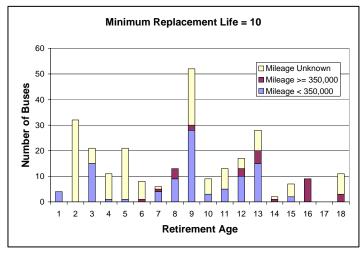
Articulated, 40 Foot, and 35 Foot Vehicles 30% 25% Articulated 40 Foot Share of Fleet Vehicles 20% 35 Foot 15% 10% 5% 0% Older Than 18 Years Older Than 12 Years Older Than 14 Years Older Than 16 Years Age Group

Figure 4-3
Share of Active "12 Year" Buses Exceeding Specific Age Levels:
Articulated, 40 Foot, and 35 Foot Vehicles

### Analysis of 10-Year/350,000-Mile Vehicles

The number of 10-year vehicles reported to NTD is far smaller than the number of 12-year vehicles—these vehicles account for little more than one percent of the nation's transit buses and vans (roughly 1,000 active vehicles). Consequently, the analysis of average retirement age for this category suffers from small sample issues (**Figure 4-4**). This data suggests an average retirement age of approximately 8.4 years, which is obviously less than the minimum retirement age. Hence, the quality of the analysis for this vehicle category is clearly problematic (the study had

Figure 4-4: Retirement Age Distribution of 10-year/350,000-Mile Vehicles



difficulty in effectively identifying this vehicle type based on the data reported to NTD) and requires a better data source to properly evaluate an actual *average* retirement ages.

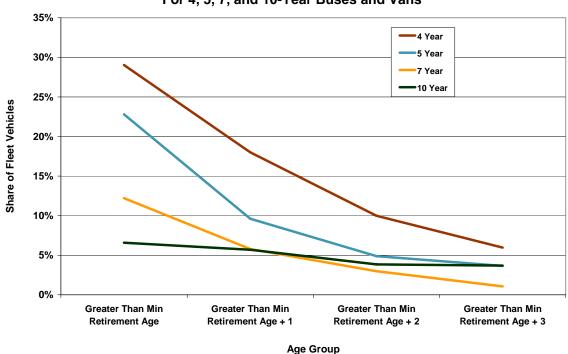


Figure 4-5
Share of Active Vehicles Exceeding Specific Age Levels:
For 4, 5, 7, and 10-Year Buses and Vans

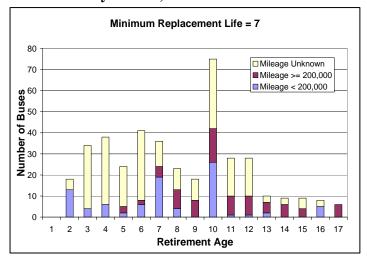
NTD could be used, however, to document the proportion of 10-year vehicles currently in service that exceed the 10-year minimum in age (see **Figure 4-5**). This analysis suggests that only 7 percent (or roughly one in 15) of these vehicles remains in service past the 10-year

service-life minimum. It is also clear from Figure 4-5, that the 10-year vehicle type has the *lowest* proportion of active vehicles exceeding the service-life minimum of the five existing service-life categories. This may suggest the need to reduce the minimum life requirement for this vehicle type by one or more years.

# Analysis of 7-Year/200,000-Mile Vehicles

As with the 10-year vehicle category, the number of vehicles in the 7-year category is relatively small, accounting for just over 2 percent of the nation's active bus and van fleets (under 2,000 vehicles). However, the data quality for

Figure 4-6: Retirement Age Distribution of 7-year/200,000-mile Vehicles



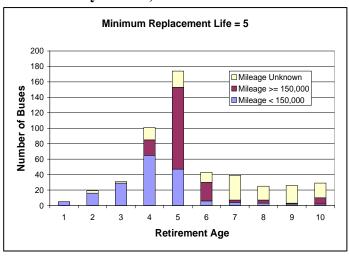
this sample is believed to be superior to that for the 10-year category based on the review of the

NTD records, and points to an average retirement age of approximately 8.2 years, with retirements spiking at 10 years (**Figure 4-6**). This figure suggests that seven years is an appropriate *minimum* retirement age for these vehicles, as many operators are clearly able to keep vehicles past this age and are retiring their vehicles within roughly a three- to four-year period after the minimum requirement is satisfied. Figure 4-5 also supports this finding, with 12 percent (roughly one in eight) of the nation's active "7-year" vehicles having a current age of 8 years or more.

### Analysis of 5-Year/150,000-Mile Vehicles

Vehicles in the 5-year age category also account for only a small proportion of the nation's bus and van fleet (about 1.4 percent of the total or about 1,500 active vehicles). For this vehicle type, the average retirement age was estimated to be 5.9 years (**Figure 4-7**). Most vehicles are maintained in operation up to and beyond the five-year minimum, although the age of retirements peaks right at five years with a significant number at four years (presumably for vehicles that attain the required mileage before they are retired). As with the analysis for 10- and 7-year categories, the 5-year vehicle analysis using NTD suffers from small

Figure 4-7: Retirement Age Distribution of 5-year/150,000-mile Vehicles

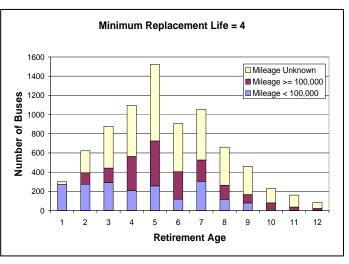


sample issues, and this approach should be revisited at a future point in time using an improved NTD dataset.

# Analysis of 4-Year/100,000-Mile Vehicles

Four-year vehicles account for close to one-fifth of the nation's total bus and van fleet, or roughly 15,000 active vehicles. The NTD data indicate that most vehicles in the 4-year and 100,000-mile category are retired between four and seven years of age. The majority of vehicles are being retired past 4 years, with the average retirement age around 5.6 years. This suggests that the four-year minimum service age for this vehicle category is appropriate for the characteristics of this vehicle type (**Figure 4-8**). The fact that most retirements occur after the

Figure 4-8: Retirement Age Distribution of 4-year/100,000-mile vehicles



minimum retirement age suggests that the current minimum is not binding for most operators (a desirable characteristic for a retirement *minimum*).

Similarly, Figure 4-9 presents the proportion of active 4-year vehicles exceeding the 4-year minimum age and other age thresholds for operators with differing annual mileages per feel vehicle. As with the similar chart presented above for the 12-year vehicle category, even those operators with very high annual mileage per fleet vehicle have more than one in 10 vehicles exceeding the minimum age requirement. On average, roughly one in three active 4-year vehicles is age five or older.

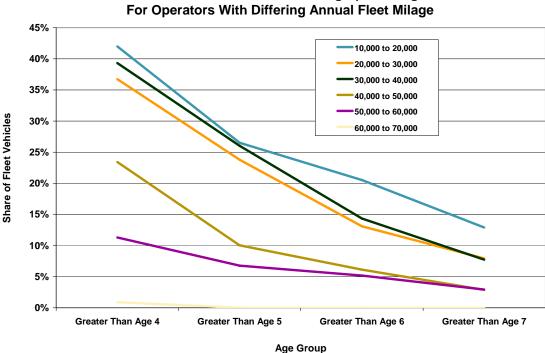


Figure 4-9
Share of Active "4 Year" Vans Exceeding Specific Age Levels:
For Operators With Differing Annual Fleet Milage

#### **Summary**

**Table 4-1** summarizes the results of the preceding analysis. This analysis of NTD bus vehicle data demonstrates that the *average* retirement age for most bus and van types occurs *after* the minimum age requirement is met. This finding supports continued use of the existing policy as it provides age minimums that are clearly less than (but within one to three years of) the average actual retirement age. This analysis also suggests that vehicles retired prior to the current age minimum have satisfied the current mileage minimums. Finally, a significant number of vehicles are operated well beyond the minimum age requirement, suggesting that well-maintained vehicles can be retained in service well past the expected vehicle useful life.

The fact that most vehicles are retired one to three years after the minimum age requirement has been attained is not, in and of itself, proof that the "true" useful life values of these vehicle types is greater than the minimum life requirement. In some and perhaps many cases, the actual

retirement age exceeds the minimum requirement due to funding constraints (i.e., many operators would replace their vehicles earlier given additional funding capacity) and not optimal or preferred retirement age considerations. However, that fact that so many vehicles are regularly operated well beyond the service-life minimum requirements clearly indicates that most vehicles types do have some useful service-life remaining well past the current FTA minimums.

Table 4-1
Minimum Versus Average Retirement Age by Vehicle Category

Vehicle Category /	Average Retirement Age	Share of Active Vehicles That Are:		
Minimum Retirement Age	(Years)	One or more years past the retirement minimum	Three or more years past the retirement minimum	
12-Year Bus	15.1	19%	9%	
10-Year Bus*	8.4?	7%	4%	
7-Year Bus	8.2	12%	3%	
5-Year Bus / Van*	5.9?	23%	5%	
4-Year Van	5.6	29%	10%	

<sup>\*</sup> Average retirement age estimates for this vehicle category suffer from small sample issues.

The fact that vehicles in service past the service-life minimums continue to deliver valuable service is demonstrated in Figure 4-10 (12-year buses) and Figure 4-11 (4-year vans). Both of these charts present the average annual mileage by vehicle age for *vehicles* in low, average, and high-mileage *fleets*. Both charts demonstrate that, while annual service mileage tends to decline with vehicle age, vehicles well past the minimum retirement age continue to see significant service miles. Hence, far from being delegated to support or special service vehicles, vehicles exceeding the minimum retirement age continue to deliver a significant proportion of the nation's transit services.

# **Assessment of Existing Bus Type Categories Based on NTD Analysis**

FTA's current bus category definitions were designed to be widely encompassing and include virtually any new rubber-tired vehicle intended for transit service and purchased with FTA funds. In terms of actual vehicle characteristics (e.g., length, passenger capacity, GVW), the existing service-life categories show considerable variation in vehicle characteristics both between and within each category (e.g., 12-year buses range in length from 30 to 60 feet). The question then concerns how sensible these categories are based on the observed useful life experience of each category type.

Based on the preceding analysis, the 12-year vehicle type demonstrates the greatest consistency in vehicle retirement ages, followed next by the 4-year vehicle category (refer to the relatively smooth shape of the retirement age distributions in Figures 4-1 and 4-8 above). These orderly distributions around a mean replacement age are indicative of commonality of their overall useful life characteristics. In contrast, the distribution of retirement ages for the 10-, 7-, and 5-year vehicle types is more disorganized (see Figures 4-4, 4-6, and 4-7). While some of this disorganization is a function of the relatively small purchase quantities for these less popular vehicle categories, it may also reflect greater dissimilarities in the designs of these vehicle types (given their smaller purchase quantities, there is probably less industry impetus and opportunity

for vehicle type standardization). Hence, based on this analysis of NTD data, the 12- and 4-year categories appear to "make sense," while the logic of the 10-, 7-, and 5-year categories may benefit from further review.

Figure 4-10

Annual Vehicle Mileage By Vehicle Age for Fleets With Differing Mileage Levels: 12-Year Vehicles

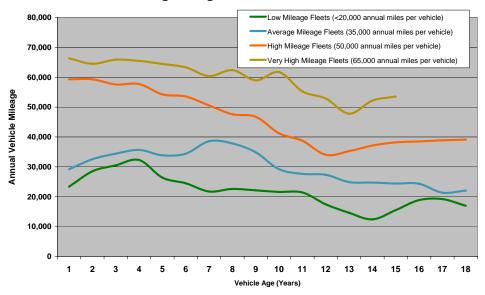
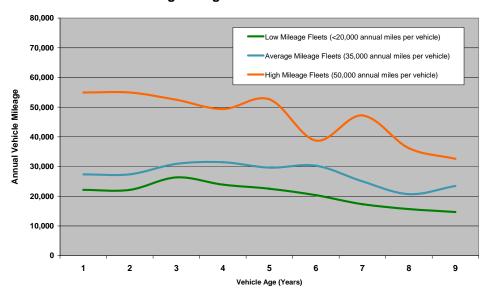


Figure 4-11
Annual Vehicle Mileage By Vehicle Age for Fleets With Differing Mileage Levels: 4-Year Vehicles



### CHAPTER 5. INDUSTRY OUTREACH

This chapter presents the results of the first set of industry outreach interviews for this study (the results of the second set of interviews are presented in the next chapter). This first outreach effort consisted of a set of detailed interviews with a sample of transit agencies, vehicle manufacturers, transit industry suppliers, and private operators. The purpose of the interviews was to evaluate how FTA's existing minimum service-life requirements impact agency and manufacturer decisions regarding vehicle design, procurement, and retirement. The interviews were also designed to elicit industry responses to a range of potential changes to the existing service-life requirements and to obtain industry representatives' suggestions on how the current requirements might best be modified. Finally, the first set of industry outreach interviews provided valuable vehicle life-cycle cost data including the cost and expected useful lives of all major vehicle components (data required to support the life-cycle cost analysis in Chapter 7). Upon completion of these initial interviews, a second set of follow-up interviews was conducted to further investigate several issues identified in the original interviews. This second set of interviews focused on bus engineering concerns, and the results of these issues are considered in the next chapter.

# **Transit Agency Participants**

The research team developed an interview guide to assess the current experience of transit agencies with the FTA service-life requirements. Questions covered areas such as vehicle replacement decisions, alternatives to the current FTA policies, maintenance practices, and the impacts on service quality. Responses to the transit agency interview guide were received from the nine transit agencies identified in **Table 5-1**.

The responding agencies include a mix of operator types such as urban, suburban, and rural operators and represents operators with fleet sizes ranging from less than 40 to over 4,000 vehicles. Seven of the nine agencies have purchased some or all of their fleet vehicles using FTA funds and hence have fleet vehicles that are subject to FTA's minimum service-life requirements. Three of the agencies that have purchased some but not all of their vehicles using federal funds (Montgomery County Ride-On, Frederick County TransIT, and Jefferson Transit) are subject to state-imposed minimum life requirements that are at least as stringent as FTA's). NYCT was included in the sample because of both its large size and its decision to use non-FTA funding sources as a means of having more control over vehicle testing. Toronto was included because of the absence of an active federal bus funding program in Canada (or service-life requirements) and the consequent need to regularly maintain heavy duty vehicles up to and past age 18.

#### Staff Interviewed

The staff interviewed for this study were all members of senior and mid-level management holding fleet management and fleet maintenance responsibilities. These respondents included representatives of one or more of the following types of positions within their organizations:

Bus Operations Manager

- Chief Mechanical Officer
- General Manager (smaller agencies only)
- Superintendent of Engineering
- Equipment Maintenance Manager
- Director of Vehicle Maintenance.

Table 5-1 Agencies Responding to Detailed Interview Guide

rigeneres res	ponding to Det	aneu mierview Guide	
Operator	Туре	Fleet Size (2005 NTD)	Vehicles Purchased Using FTA Funds
Los Angeles County Metropolitan Transportation Authority (Metro), Los Angeles, CA	Major Urban	2,815 Buses	Most
Massachusetts Bay Transportation Authority (MBTA), Boston, MA	Major Urban	1,311 Buses 235 Vans	Yes
New York City Transit, New York, NY	Major Urban	630 Articulated Buses 4,024 Buses 655 Vans	No
Toronto Transit Commission (TTC), Toronto, Canada	Major Urban	1,508 Buses	No
Washington Metropolitan Area Transit Authority (WMATA), Washington, DC	Major Urban	1,467 Buses 378 Vans	Yes
Capital Metro, Austin, TX	Medium Urban	434 Buses 187 Vans	Yes
Ride-On - Montgomery County, MD	Suburban	341 Buses	Some
TransIT Services of Frederick County, Frederick, MD	Small Urban / Rural	55 Buses 8 Vans	Some
Jefferson Transit, Jefferson County, WA	Rural	20 Buses 17 Vans	Most

It is important to note here that most staff interviewed had considerable familiarity with the useful life of heavy-duty transit buses (i.e., the 12- and 10-year FTA bus categories), but generally did not have a firsthand understanding of the 4-, 5-, and 7-year vehicle types. This is in part due to the relative scarcity of the 5- and 7- year vehicle types and to the fact that these smaller vehicle types are typically operated and maintained by contract operators. The exceptions here are Frederick County TransIT and Jefferson County Transit, which both provided valuable insight on the smaller vehicle types.

# **Agency Interview Guide Responses**

This section presents the received responses to the study interview guide by the nine responding agencies. Not all of the agencies responded to every question; therefore, the number of responding agencies is indicated for every question. **Appendix A** provides a complete summary of all responses to the interview guide.

## **Agency Useful-Life Experience**

This section focuses on the sample agencies' current vehicle retirement policies, including their expected and scheduled replacement age by vehicle type and other criteria driving retirement, such as duty cycle, funding constraints, or maintenance issues.

**Table 5-2** summarizes the planned and agency policy retirement ages for heavy-duty vehicles for each of the sample agencies. Table 5-2 also shows the range of actual retirement ages for recently retired fleet vehicles and a brief listing of some primary drivers of these recent retirement decisions.

Table 5-2
Planned and Recent Actual Retirement Ages: Heavy Duty Vehicles

Agency	Planned/Policy Retirement Age (Heavy-Duty Vehicles)	State Retirement Policy (if any)	Actual Retirement Experience	Issues With Recently Retired Vehicles
WMATA	15 years (imposed by WMATA Board)	No	15 to 16 years	High maintenance costs, reliability
TTC	18 years, at 40,000-45,000 annual miles	No	18 Years	High maintenance costs
Montgomery County	12 years	Yes, same as FTA for larger vehicles	Close to scheduled; TMCs retired at 15 years; Gilligs retired at 12 years	Any delays due to procurement requests or testing/approval; TMCs retired due to high maintenance costs; Gilligs retired because of no lift, poor quality, and high maintenance
New York City Transit	12 years	Yes, 7 years (for all bus types and sizes)	13-15 years; had to retire Grummans before FTA minimum	Overage due to lack of funding availability; Early retirement of Grummans due to heavy duty cycle
MBTA	12 years	No	Recent retirements at 16-19 years	Limited funding
Los Angeles Metro	13 years or 500,000 miles	No	Within 2 to 3 years of planned	Retirement beyond scheduled due to budget and legal consent degree obligations; Early retirement due to fire and/or beyond repair
Frederick	12 years	Yes, same as FTA for larger vehicles	Within 1-2 years of planned	Delay due to procurement requests

Agency	Planned/Policy Retirement Age (Heavy-Duty Vehicles)	State Retirement Policy (if any)	Actual Retirement Experience	Issues With Recently Retired Vehicles
Austin	12 years	Not stated	Within 1-2 years of planned; TMC CNG buses recently retired 6 months early – FTA approved	Outdated CNG equipment
Jefferson Transit	15 years	Yes, similar to FTA	15 to over 20 years	Physical condition, duty-cycle, maintenance requirements

There are two key observations to be noted in Table 5-2. First, all nine of the agencies reported having a policy on the useful life of heavy-duty buses, and four of these nine agencies have *planned* retirement ages that exceed the FTA minimum of 12 years (with Los Angeles Metro at 13 years, WMATA and Jefferson Transit at 15 years, and TTC at 18 years). Second, the *actual* vehicle retirement for all nine agencies typically occurs between one to four years after the FTA minimum has been reached (but can occur as late as vehicle age 20). Moreover, for seven of the nine agencies, the actual retirement age also typically exceeds the (less stringent) *planned* or policy retirement age. Given these observations, it is clear that FTA's current minimum service-life requirement for heavy-duty buses is not actively constraining the agencies' retirement decisions (as retirements occur after the minimum retirement age has been reached). Limited capital funding was cited as the primary reason why the timing of actual vehicle retirements has exceeded the planned/policy retirement age by all but one of the responding agencies. The lone agency, Frederick, stated that funding is not an issue, although the state rarely provides as many vehicles and/or funds as the agency has requested.

When asked to report on the primary problems associated with recently retired vehicles, the agencies cited issues relating to vehicle maintenance, deteriorated physical condition, and component and structural wear related to heavy duty-cycles. FTA's minimum service life requirements were only cited by three of the nine agencies (Boston, Los Angeles, and Austin), and each of these agencies typically maintains its vehicles two or more years past the current FTA minimum. New York ranked FTA requirements as the lowest priority, as it does not purchase vehicles with federal funds.

It is also important to note here that all but one of the agencies has had to retire vehicles prior to their planned retirement age and in one case prior to the FTA minimum (Austin retired a problem CNG vehicle prior to 12 years with FTA approval). The causes of earlier-than-planned retirements included problem vehicles with abnormally high maintenance costs, a desire for equipment upgrades, and damage beyond repair. Boston is the only agency that did not report early retirement of its vehicles. This is despite a tough operating environment and the frequent need to keep vehicles well beyond planned, 12-year retirement age. MBTA staff also stated their desire for an 8-year replacement cycle to eliminate the need for a mid-life overhaul and to maximize use of the latest bus industry technologies. None of the agencies reported having to take advantage of FTA's "like-kind exchange" provision, which permits early retirement of

specific vehicles and assignment of the unamortized FTA interest in them to replacement vehicles.

#### **Mid-Life Overhaul Practices**

**Table 5-3** summarizes responses to the current practices for comprehensive, "mid-life" overhauls of vehicles. This overhaul is applied to all of the agencies' larger (40-foot), heavy-duty cycle vehicles, with the strategy of maintaining vehicles to meet or pass their scheduled retirement age. Overhauls are typically timed with the expected life of major components (e.g., drive train rebuilds), while service on minor components is on an as-needed basis. New York reported that mid-life overhauls are planned, though not typically performed on all vehicles. In this case, the vehicles are rehabbed on an as-needed basis or on an individual campaign basis, following a preventive maintenance strategy. Washington, DC, states that it is looking into additional smaller overhauls at 3, 9, and 12 years for other component replacements and upgrades. On the other hand, Toronto indicated that it is considering revising its current 6- and 12-year overhaul program to a program with a 9- to 10-year major overhaul and smaller component overhauls at other years, due to the decline in provincial funding.

Table 5-3 Mid-Life Overhaul Practices: Heavy-Duty Vehicles

Mid-Life Overhaul?	Number of Respondents	Agencies	Approximate Cost per Vehicle (\$2006)	Additional Years Expected	Components	
Yes	4	Washington, Toronto, New York	\$110,000	3 years	Engine, transmissions, A/C, brakes and other major components	
Yes	1	Boston	\$175,000	6 years		
Sometimes	1	Los Angeles	Limited due to lack of manpower and funds		Not stated	
No	4	Frederick, Montgomery, Jefferson	Not considered			

It is important to note that the sample presented here is heavily biased in favor of those agencies that do perform mid-life overhauls (with four of the nine respondent agencies performing such overhauls on a regular basis). Based on a prior FTA condition assessment of 43 U.S. transit bus fleets, the practice of completing major mid-life overhauls is relatively rare, with only seven of the assessed operators regularly performing a major rehabilitation (four of which are also included in the sample for this study). In contrast, those agencies that do not perform a scheduled mid-life overhaul typically complete many of the same rehab activities over the life of the bus, but on an as-needed basis (as opposed to a single, coordinated effort). It is important to note that those agencies undertaking major mid-life rehab activities represent many of the largest in the nation, and hence are of critical importance to this study.

### Impact of FTA's Minimum Service-Life Requirements

Although some agencies have occasionally had to either retire a vehicle prior to the FTA's minimum age or lighten the duty of vehicles to reach these minimums, the overall sense is that agencies are not directly impacted by the current FTA requirements. This is because the agencies have a state or agency-imposed minimum retirement age, which is more stringent than the FTA minimums, and/or are impacted by the availability of capital funding, which forces them to keep vehicles longer than desired.

When asked how the agency has been impacted by FTA's current minimum retirement ages, all but one of the agencies reported no impact due to having other state or agency-imposed minimums (Washington, Montgomery, Frederick, Jefferson) or not purchasing vehicles with FTA funds (Toronto and New York, and for some vehicles Los Angeles, Montgomery, Frederick, and Jefferson). Austin reported not being negatively impacted by FTA guidelines, although it has had to retire some buses six months early due to outdated equipment, which FTA approved. Boston reported being impacted by FTA minimums due to the need for a mid-life overhaul to reach the current 12-year, heavy-duty minimum.

Although New York reported no current impact from FTA's policy, it has had to retire a group of vehicles prior to the FTA minimum retirement age, which consequently led to a change in its vehicle funding policy. These vehicles were purchased with federal funds, and thus, the agency had to reimburse 80 percent of the purchase price, which was taken from other projects. This early retirement forced a delay in future bus procurements and was the reason behind the current policy to purchase all vehicles with state and local funds.

In the absence of the FTA 12-year minimum retirement age, Boston would consider retiring vehicles earlier, at eight years, to eliminate the need and large capital expense of a six-year midlife overhaul and keep up with the latest vehicle technologies. Toronto and Los Angeles reported interest in retiring vehicles earlier than their own self-imposed policies require, although in practice, this would not be possible due to funding constraints.

Regarding the appropriateness of the current FTA policy, four of the agencies (Montgomery, Frederick, Austin, and Jefferson) indicated that the retirement minimums are suitable and did not recommend any adjustments or revisions. It should be noted that these agencies did not report any major problems with vehicles and have retired vehicles close to their planned retirement age. Specific recommendations to the current FTA minimum retirement ages were given by five of the nine agencies. **Table 5-4** summarizes these recommendations. The main recommendations reported by various agencies are to include rehabilitation costs or extended warranties as reimbursable costs and to give the agency more options or discretion on retirement ages.

Table 5-4
Recommendations on Current FTA Policy

Agency	Recommendations				
Washington – WMATA	<ul> <li>Include options for agencies</li> <li>Include rehab costs and extended warranties as reimbursable costs (up to some of original costs)</li> </ul>				
Toronto	<ul> <li>Shorter service-life options are not feasible (due to heavy-duty and procurement methods)</li> <li>Increase to 12, 15, 18, 20 and 24 years at agency's option</li> <li>Include rehab costs in federal funding</li> </ul>				
New York	<ul> <li>Provide options</li> <li>Mileage looks high based on annual average</li> <li>Include rebuild costs as reimbursable expense (to improve maintenance)</li> <li>Include stipulations on FTA funds for rebuild</li> <li>Use bus testing for bus prequalification</li> <li>Consider shaker-table in bus testing</li> <li>Identify higher-level options in "White Book" specs</li> </ul>				
Boston	Reduce age/mileage from 12 years/500,000 miles to 8 years/300,000 miles				
Los Angeles	<ul> <li>Age is acceptable; however, allow more discretion on vehicles not performing at optimum level</li> </ul>				

### **Vehicle Service-Life Categories**

To review the current FTA service-life categories, the survey asked agencies for their opinion on alternative vehicle classes based on durability and procurement value. These alternatives are summarized as follows:

- More durable (more expensive) vehicles for high-volume service, with longer FTA minimum ages and mileage requirements
- Less durable (less expensive) vehicles, with shorter FTA minimum retirement ages and mileage requirements
- Use of the agency's own engineering and economic analysis to determine best retirement age and rely on existing funding constraints to ensure a reasonable length of service life
- Mix of durability and minimum age/mileage at the procurement level (procurement options).

Appendix A presents each agency's specific responses to each of these options. The following is a summary of those responses.

More Durable Vehicles: Six of the nine responding agencies stated they were not interested in a more durable vehicle (only two agencies expressed a clear interest in this possibility). This generally negative response reflected concerns relating to cost effectiveness, weight, rider comfort, and the slower adoption of new technologies. Some agencies state that a more durable vehicle type might be considered if its components were equally durable, especially with the

strain from heavy-duty cycles—and thus, would not increase maintenance needs or decrease quality.

Less Durable Vehicles: Interest in less durable, less expensive vehicles was even lower, with all nine agencies expressing significant concerns. Some agencies stated these vehicles would not be appropriate for their duty cycles, and others expressed concern over the relationship with the expected life of components, a decrease in quality, and the increase in procurement efforts. An MBTA participant reiterated their interest in reducing the current FTA minimum for heavy-duty buses from 12 to 8 years.

Agency Determined Retirement Age: None of the agencies clearly objected to the alternative option of allowing agencies to use their own judgment in determining vehicle retirement ages (i.e., drop all minimum life requirements and rely on funding constraints to ensure vehicles are retained for reasonable service lives). Based on the current actual retirement ages of the nine responding agencies, few agency vehicles would be retired before FTA's current minimums (as is already the case for funding reasons). One concern with this option, as expressed by an NYCT participant, is the capability of some agencies to accurately determine the best vehicle retirement age.

Mix of Procurement Options: As a starting point for discussion, the interview participants were provided with the list of procurement options presented in **Table 5-5**, and were then asked to consider these options or provide similar ideas. The concept of providing a mix of procurement options was generally negative, with only three of the nine operators clearly interested in this possibility. Concerns included skepticism over the ability of vehicle manufacturers to develop cost-effective vehicles with the longer life spans and the slower adoption of new technologies with long-lived vehicles. Respondents were also concerned with the capacity of "rehab vendors" to meet increased demand and how rehab would be monitored and approved by FTA. There were also concerns as to how the smaller, medium, and even some larger sized operators would implement this option given that the vast majority of these operators do not currently perform (or have the capacity to perform) mid-life rehabilitations. In addition, operators with low average annual vehicle mileages often do not have the need to perform a mid-life overhaul given their relatively low rate of vehicle deterioration.

Allowing Earlier Retirement of the Existing Vehicle Types: The agencies also provided their opinions on permitting earlier retirement of the existing FTA vehicle types. Positive impacts stated include reductions in fuel and maintenance costs, reductions in emissions (newer vehicles), increased customer satisfaction from newer technologies, and reductions in average fleet age. It was also suggested that few agencies would be able to take advantage of such a reduction in service-life requirements due to funding constraints.

Extending Retirement of the Existing Vehicle Types: On the other hand, most of the agencies cited negative impacts from extending the current FTA minimum service life. These negative impacts include a decrease in quality of service (higher rate of failures, aesthetic of vehicles, reliability) and an increase in maintenance costs (between 10- to 50-percent higher). However, the agencies did not predict significant increase or decrease in emissions and energy efficiency.

Table 5-5
Potential Transit Bus and Van Procurement Options

		Approx.	Seated	Minimum Life		Rehabilitation *	
Category	Length	GVW	Passengers	Years	Miles	Years	% Comp
Heavy-Duty Articulated	55 - 70	38,000 -	48 - 60	12	500,000	6	30%
Bus	ft			15	650,000	6,10	50%
				18	750,000	6, 10, 15	75%
Heavy-Duty Large Bus	35 - 48	33,000 -	27 - 40	10	450,000	5	20%
	ft	40,000		12	500,000	6	30%
				15	650,000	6,10	50%
				18	750,000	6, 10, 15	75%
Heavy-Duty Small Bus	20 - 30	26,000 -	20 - 35	8	300,000	4	10%
	ft	33,000		10	350,000	5	20%
				12	400,000	6	30%
Medium-Duty and	20 - 30	16,000 -	22 - 30	7	200,000	5	20%
Purpose-Built Bus	ft	26,000		9	250,000	6	30%
Light-Duty Mid-Sized Bus	20 - 35	10,000 -	16 - 25	5	100,000	4	10%
	ft	16,000		7	150,000	5	20%
Light-Duty Small Bus,	16 - 28	6,000 -	8 - 20	4	100,000	n/a	0%
Cutaways, and Modified	ft	14,000		6	125,000	4	10%

<sup>\*</sup> The rehabilitation columns define the potential years of the rehab to account for components that cannot achieve the extended life and the likely % of components that will need to be replaced during those rehabilitations.

### **Vehicle Components**

The survey also asked respondent agencies about the life expectancy of individual bus and van components and how these expectancies affect the decision to retire and/or rebuild vehicles. Unfortunately, only three of the agencies responding to the survey provided detailed information on the life expectancy and costs of the requested list of vehicle components (see Appendix E). Given the small agency response rate, this data was appended with manufacturer responses and other industry data to help guide the life-cycle cost analysis in Chapter 7.

Cyclical Nature of Component Replacements: However, the data reported by those few agencies do clearly show that the expected life of major body components, such as the structure and panels, aligns closely with each agency's scheduled vehicle retirement age. Similarly, engine and transmissions have an expected life of approximately half or one-third of this retirement age, which is roughly in line with the responses on mid-life and other scheduled overhauls. When viewed in total, the timing and cost of major vehicle component replacements are such that component replacement costs peak in cycles throughout the life of the vehicle, with minor cost peaks occurring roughly every three years and major peaks every six years. (The six-year peak corresponds closely to the drive train rebuild; see Figure 7-6 in Chapter 7). As discussed in more detail in Chapter 7, these cost cycles help to define the logical retirement points throughout a vehicle's life. Specifically, an operator will only perform a major, life-extending rehabilitation if the operator intends to operate the vehicle for an additional three to six years. Otherwise, the decision to undertake the life-extending rehab is not cost effective.

<sup>&</sup>lt;sup>4</sup> The actual timing depends on average fleet mileages, maintenance practices, duty-cycles and other factors.

Component Determinants of Vehicle Useful Life: When asked to consider which components drive or define the useful life of the vehicle as a whole, several of the agencies identified the condition of structural members, including the impact of corrosion, as the key driver of total vehicle useful life. Two agencies (Frederick and Montgomery) stated that specific or individual components are not the direct drivers on vehicle retirement decisions, but the general conditions of the vehicle (maintainability, reliability of components, etc.). Boston reported its retirement decisions are age-based, and not component-based, and also stated that components are not expected to last beyond 12 years.

Besides structural members, other components listed as important to the vehicle replacement decision include the electrical system, suspension, exterior, and floors. Conversely, among the components listed as having no impact on retirement decisions include doors, brakes, windows, and wheel chair lifts.

### Other Issues Impacting Useful Life

Survey respondents were also asked to consider issues suspected of having indirect impact on the useful life of buses and vans, such as procurement policies and other federal regulations.

Procurement Processes: The agencies were asked to report the procurement process typically used and any effects this process has on the expected useful life of vehicles. Most of the agencies reported using a best value, request-for-proposal process based on price and other factors. These agencies feel this process is better than low-bid as higher quality products are expected or can be negotiated.

The transit agencies interviewed universally agreed that using a low-bid procurement approach negatively affected the bus useful life. To mitigate this, some agencies have taken a much more rigorous approach to specifying bus structure life, requiring finite element analysis of the structure, shaker table tests, or strain gage testing in the agency's operating environment. However, even those agencies that did not detail bus structure requirements acknowledged that it was important to state minimum bus life requirements in their specification. Agencies reported that low-bid procurements resulted in buses that were lower in quality and designed to just fulfill the minimum bus specifications used in that procurement. In the interviews, one agency noted that manufacturers have only two options to reduce their price—one is to use lower cost/lower quality components and the other is lower paid/less skilled labor in vehicle assembly. With all of the North American bus manufacturers struggling financially, agencies feel that manufacturers have adopted both approaches.

All agencies agreed that the bus structure is the key determinant of bus life. The other bus components and systems can be replaced as long as the main structure can continue in service. Negotiated procurements, instead of low bid, can benefit an agency and get additional features such as stainless steel that are advantageous in extending the life of the structure. However, those agencies that are using a best-value negotiated procurement approach are not doing so primarily to extend bus useful life. The main motivations for a negotiated procurement are to get the best mix of desirable features and highest reliability for the agency to reduce operating costs.

Buy America Regulations: Agencies were also asked if Buy America regulations have affected the quality and/or useful service life of vehicles. Two of the agencies who responded to this question stated that these requirements do in fact have an impact, specifically on how the limited market impedes the implementation of the latest design features or technologies. Boston reported that the reduction of minimum life of heavy-duty vehicles to eight years would assist in fulfilling this provision differently, while Austin reported that useful life is dependent on the procurement process of the agency. WMATA staff also noted that this regulation can limit/affect how a manufacturer develops structure (the largest component manufactured abroad and hence budget constrained to meet the Buy America requirements). Given that structure is typically the largest component ultimately defining the total useful life of the vehicle, a less expensive (lower quality) structure will result in a lower life expectancy vehicle. This regulation does not directly affect three of the agencies (Toronto, Frederick, and Montgomery), while responses were not received from the remaining agency (New York).

Bus Testing Program: Another indirect factor that may potentially affect the purchasing and retiring of vehicles is the Bus Testing Program conducted at Altoona, PA. Five of the respondent agencies reported using the bus testing results in the procurement process to establish performance requirements. This included reviewing the testing results in writing specifications, evaluating bids, and discussing purchases with vendors. However, these agencies recommended that the actual test results would provide the agencies with more information to evaluate vehicles in the procurement process. One respondent was fairly critical of the value of the testing program itself, suggesting that competition between vendors is a more effective (and less expensive) means of ensuring product quality and longevity.

"White Book" Procurement Guidelines: The survey also asked respondents about the influence of the "White Book" procurement guidelines on vehicle durability and expected service life. Five of the agencies agreed that the procurement guidelines should be adapted to include alternative service-life options to reflect differences in vehicle designs. One agency noted the importance of recognizing the difference in the strain applied to urban, heavy duty-cycle vehicles as compared to other service environments (10-year urban vs. 15-year suburban), while another agency reported using more arduous specifications in its procurement than those in the guidelines. The agencies were also asked whether they would consider the use of design specifications for a 10-year and a 15-year vehicle, if retirement at those ages were allowed by FTA policy. **Table 5-6** summarizes the responses to these questions.

Table 5-6 illustrates a split in whether agencies would consider the change in design specifications. As expected, those agencies that would find the 10-year bus design specification a positive change (Boston and Los Angeles) also have expressed difficulty in maintaining vehicles past the current 12-year minimum and support the shortening of minimum service life. These two agencies are characterized as heavy metropolitan areas, and as such, tend to be more severe on vehicles. In contrast, agencies that would consider the 15-year, and not the 10-year, design specifications (Washington and Toronto, which also have tough urban operating environments) already have policies in place to retire vehicles at that age and beyond.

Table 5-6
Design Specifications of 10- and 15-year bus

Vehicle Category	Number of Agencies	Notes		
Would you consider the use of design specifications for a 10-year bus?				
Yes	2	If the bus components remained at 12-years Do not necessarily agree funding should be tied with age		
No	2	Board policy does not allow lower minimum age		
Maybe	1			
No answer provided	4			
Would you consider the use of	design specific	ations for a 15-year bus?		
Yes	3	Already used by agency Work on specifications for longer-life bus needed		
No	3	Too long, would not hold up in urban environment		
No answer provided	3			

The respondents' lack of experience with lighter-duty vehicles limited the review of whether agencies would consider different service-life options for medium and light-duty buses and vans. Only two agencies responded to this survey question. Austin stated that the market for light-duty vehicles is as it should be, while Boston would like to see a change in service-life options for smaller vehicles. Jefferson County, one of the few respondents with a good understanding of light-duty vehicle characteristics, already uses more stringent retirement ages for the smaller vehicle types including a target retirement age of 9 for "7-year" vehicles, a target retirement age of 8 for "5-year" vehicles, and a target retirement age of 5 for "4-year" vehicles.

*Used Bus Disposal:* Under current regulations, operators are required to compensate the federal government if a transit bus is retired and sold prior to meeting the FTA retirement minimum. After that point in time, the operator can retire the vehicle and sell it either as a used vehicle or for scrap value. If the book value of a bus being sold is more than \$5,000, then FTA requires the agency to reimburse them (in practice, the amount of the reimbursement is subtracted from the agencies next available FTA funding certification for the purchase of new buses).

Most agencies reported selling their used vehicles in bulk for their salvage value, with the sale price based on the quantity and the condition of the vehicles sold, and with scrap value ranging from roughly \$3,000 to just \$50 per bus. If the bus is in good shape upon retirement, agency maintenance staff will typically scavenge the functioning parts and the bus will be left in poor condition to be sold for less than \$500. In some cases, the retired vehicles are sold either to other transit operators or to non-transit entities. Agencies indicated that these sale prices are typically in the low thousands. Regardless of how the vehicles are disposed, the funds obtained from bus sales or salvage represent only a small fraction of the original purchase price and the funds received from these sales are generally deposited in the agency's general fund (and hence not used specifically for the purchase of new vehicles). Agencies reported that, given the low dollar amounts involved, sale and salvage value funds do not play any role in agencies' vehicle retirement decisions.

#### **Other Procurement Issues**

The last section of the survey asked respondents to reiterate any difficulties in the procurement of vehicles and in maintaining them past their minimum service life. As previously reported, most agencies have had to retire vehicles prior to their scheduled retirement age. These vehicles were reported to have high maintenance costs, and the most common way to deal with them was to lighten their duty cycle, while two of the agencies reported retiring vehicles due to outdated components.

Interest in a "Lemon Law": Respondents were asked whether they would be interested in the creation of "lemon law" providing agencies with an opportunity to retire problem vehicles prior to meeting the service-life minimums without financial penalty. The question did not specify how that option would be structured or what standards would be applied in identifying a "lemon" vehicle. With the exception of New York, who did not respond to this question, all of the agencies agreed that a potential "Lemon Law" consideration within the FTA service-life policy is a very desirable option. However, the agencies expressed concern over the enforcement of such options, the performance measures used to justify early retirement (the suggestion was that these should be established based on a vehicle's performance industry-wide, not within a single agency), and the quality aspects from the manufacturers' and suppliers' side. **Table 5-7** summarizes the individual agencies' responses.

Table 5-7
Responses to Exceptions to FTA Guidelines

Agency	Consideration and Potential Constraints to "Lemon Law"	FTA Demonstration Program or Waiver Aspect
Washington	Good, though difficult to enforce. Should be industry-wide finding of poor performance (not just agency with poor procurement). Agency to decide optimum retirement. Ensure funding of remaining years is rolled.	Good, help industry move forward and introduce new technologies.
Toronto	Yes, as corrosion and structural problems made it difficult to maintain vehicles to 12 years.	Procurement of lease of prototypes of buses from different manufacturers to test before selection.
Montgomery	Good idea	(No response given)
Boston	Yes, with constraint that manufacturers ensure integrity and durability (maintain quality with minimal maintenance).	No interest in program
Los Angeles	Yes, if necessary. Option should not be used if normal warranty period is complete, and/or operating cost is substantially different from rest of agency's fleet.	Yes
Frederick	Yes, with conditions of applicability defined. Suggest option only to limited and serious conditions.	Not applicable as a smaller agency with limited staff and capabilities.
Austin	Yes, if dealt with bus supplier.	Yes
Jefferson	Yes, good idea	Not helpful for smaller agencies

Useful Life Waiver for New Technology Demonstration Programs: Table 5-7 also summarizes the agencies' responses regarding interest in and proposals of an FTA demonstration program or waiver aspect to test alternatives concerning service-life requirements. The objective would be for FTA to help encourage agencies to test and adopt new technology vehicles with the guarantee that the agency can retire test vehicles before the service-life minimums have been met if the technology proves problematic.

### **Summary: Agency Outreach**

It is important to note that a survey of nine agencies is not a statistically representative sample; however, the surveyed agencies provide valuable insight on the effects of and recommendations to the current FTA service-life policy. Due to the limited sample size, the initial findings presented in this section can be strengthened with further investigation.

Of the nine agencies responding to the survey, seven have a policy on minimum retirement life not imposed by FTA. This policy is imposed by either the state or the agency itself, and is typically more stringent than the current FTA minimum of 12 years for heavy-duty, larger buses. Moreover, all of the respondent agencies are retiring their vehicles one to five years past the FTA retirement minimums and one to three years past their own, agency-imposed (typically more stringent) retirement minimums. Retirements past the planned retirement age have mainly been driven by the limited availability of capital funding, while early retirements have been caused by high maintenance costs or equipment update. It is important to note that these high maintenance needs are primarily linked to agencies with heavy to severe duty cycles in large metropolitan areas, such as Boston, New York, and Los Angeles.

Agencies recognize the importance of maintenance and overhauls, specifically mid-life, in order to reach and keep vehicles past their scheduled retirement age. However, the timing and extent of these maintenance needs are also limited by the availability of capital funding. Moreover, major mid-life, life-extending overhauls are only performed by a relatively small number of the nation's largest transit operators.

Given these observations, it is clear that the current FTA retirement minimums are not constraining the retirement decisions of most transit operators. Indeed, the retirement ages for the majority of the vehicle retirements documented by this study would not be altered by modest changes (e.g.,  $\pm$  one year) to the current FTA minimums. In fact, several retirement decisions may not be impacted by the removal of the FTA minimums. Key exceptions here are New York and Boston. New York actually changed its policy to not purchase vehicles with federal funds after having to retire vehicles early and reimburse FTA part of the purchase price. Boston would prefer an eight-year minimum retirement to maintain higher quality and avoid the major capital expense of a mid-life overhaul. With these exceptions, the greatest impact of the current retirement minimums occurs when operators find themselves with problem vehicles struggling to meet the FTA minimums. In these instances, agencies are forced to absorb the cost of maintaining the vehicles, place these vehicles on reduced service requirements, and/or seek FTA approval for early retirement.

Despite these observations, many of the agencies recommended several changes to the current FTA policy, such as the potential inclusion of rehabilitation costs as a reimbursable cost and the provision of flexibility/options to agencies in vehicle retirement. Agencies also expressed interest in the potential introduction of a "Lemon Law" allowing early retirement of problem vehicles without financial penalty. Interest in lowering the minimum retirement age was only considered desirable by some agencies as long as the quality of the vehicle is unchanged (i.e., not reduced to a less durable, less expensive vehicle). The benefits of this change would include the reduction in maintenance costs and the ability to implement and keep up with the latest vehicle technologies. On the other hand, extending the minimum retirement age was not considered desirable to agencies expressing concerns over the expected decrease in quality of service to passengers and the increase in maintenance costs.

## **Vehicle Manufacturer Response**

The research team developed an interview guide to assess the current experience of vehicle manufacturers with the FTA service-life requirements. Questions covered areas such as the effects of FTA requirements and regulations, customer (transit operator) useful life expectations, and life expectancy of vehicle components. While a total of nine different North American vehicle manufacturers were contacted for this study, only three manufacturers provided responses and completed the interview guide. **Table 5-8** lists these three vehicle manufacturers and the title of the key contact for their organization.

Table 5-8
List of Vehicle Manufacturer Respondents

Bus Manufacturer	Contact Title	Interview Guide Response Received and Completed
Orion	Director of Engineering	Yes
Optima Bus Corp.	Marketing and Sales Manager	Yes
Millenium Transit	President	Yes

This section synthesizes the responses received in a narrative or tabular format. Not all of the vehicle manufacturers responded to every question. A complete summary of all vehicle manufacturer responses to the interview guide is provided in **Appendix B**.

## **General Vehicle Useful-Life Expectations**

The three vehicle manufacturers that responded to the interview guide surveyed currently manufacture different models of heavy-duty vehicles, with lengths of 30 to 40 feet and capacities ranging from 23 to 47 passengers. Although one of the manufacturers did not provide a detailed listing of its vehicle offerings, all of the manufacturers are in the heavy-duty, 12-year minimum vehicle market. Both of the manufacturers reporting details of their current models stated a minimum life of 12 years, although Orion reports its vehicles have a life expectancy of 18 years, while Optima reports its vehicles have a life expectancy of 12 years. All three manufacturers market their vehicles based on FTA service-life categories.

The manufacturers sell vehicles that are not subject to the Bus Testing Regulation, such as Orion's Sprinter van, which is typically purchased by smaller agencies with local money. The other two manufacturers did not detail specific vehicle models, but Millennium reported that buses sold in Canada (although the same bus) are not subject to these regulations, and Optima has been granted a waiver for additional testing on one of its current models.

With regard to expected service life characteristics requested by their customers, Orion Bus Industries is the only manufacturer to report specific requirement characteristics—Canadian operators look for 18-year service life vehicles, with longer warranty periods and extensive resistance to corrosion for those operators in the Eastern part of Canada where vehicles are affected by the high-salt environment. The other two manufacturers stated simply that agencies are looking for durable vehicles that will last and exceed the minimum retirement ages. However, these manufacturers report that the vehicle retirement age is largely dependent on each individual agency's annual mileage, operating environment (severity), agency maintenance practices, and quality of service standards.

This opinion regarding the impacts of operating environment and duty cycle on the condition/life of vehicles is also reflected in the manufacturers' responses to recommending a mid-life overhaul. Two of the manufacturers reported that they could not recommend specific mid-life overhauls because the vehicle's conditions and the need for a mid-life overhaul depend on each operator's specific annual mileage, environment/duty-cycle, and maintenance practices. The other manufacturer reported neither recommending nor participating in fleet rehabilitations, as these activities offer no benefits to their business. Among the components listed as typically needing replacement are the engine, transmissions, suspensions, and axle. Optima is the only manufacturer that reported providing a recommended component maintenance/replacement schedule, which is included in this report as **Appendix D**. This manufacturer also reported that the approximate cost of replacement of those four components listed above is \$18,000 per vehicle.

## **FTA Minimum Service-Life Requirements**

All of the manufacturers stated that they are impacted by the FTA's current minimum retirement ages, and that the 12-year minimum age is a benchmark in this heavy-duty market. Design specifications are driven by the demand of vehicles that will last up to and beyond this 12-year/500,000-mile benchmark, such as the use of stainless steel or aluminum instead of mild steel to meet the corrosion requirements (as reported by Millennium). The manufacturers also structure their marketing strategies around this minimum retirement age (i.e., clearly stating the minimum life standard their vehicles have been tested to meet), which they believe affects the overall demand for their vehicles, the relationship with their customers, and the sales of vehicle parts. One manufacturer specifically stated that a change in the 12-year minimum would directly impact its demand for vehicles and its competing markets (heavy-duty vs. light-duty market).

The argument that reductions in FTA's minimum life requirements would directly result in accelerated vehicle sales and hence a significantly deeper, more sustainable bus market should be tempered by the understanding that very few operators retire their vehicles right at the service-life minimums, due to funding limitations (as shown in Chapter 4 and the preceding section of

this chapter). To be clear, a reduction in the FTA minimums would yield some additional sales at the margin, but the increases would not be significant, as most operators do not retire their vehicles until two or more years after the 12-year minimum has been reached. In contrast, *increases* to the service-life minimums by two or more years *would* likely result in a perceptible decrease to annual vehicle sales (see Figure 4-1).

The primary vehicle component listed by all of the manufacturers as being impacted by the FTA requirements is the structure and/or chassis, which is expected to last the 12 years without major failures as it cannot be rebuilt or replaced. Other components listed include the engine, body, axles, suspension, and transmission. However, these were not considered significant to the life of the structure/chassis in determining vehicle useful life.

As previously noted, the only market of customers requesting vehicles with expected life values different than FTA minimums is the Canadian market, where vehicles are specified for 18-year service life. Orion also reported that some of its customers ask for a 15-year design life for the chassis, or other components such as CNG tanks with a service life of 15 to 20 years.

The survey also asked manufacturers about recommendations or changes to the current FTA minimum ages. None of the manufacturers provided or recommended specific changes, and in fact, Millennium reiterated that any changes to these minimums would have negative impacts to its current market. However, two of the manufacturers (Orion and Optima) stated that the FTA minimum retirement ages are arbitrary because they are driven by the FTA Altoona Bus Testing classifications, and manufacturers are able to choose the category under which to test their bus. Thus, there is the potential of buses claiming a false durability of 12 years. Recommendations in this area would include revising regulations to a less arbitrary, more objective, intense testing and providing more detailed reports of the testing results (pass/fail, failure types, etc.).

#### Vehicle Life Classification

Another section of the survey reviewed the current FTA classifications by vehicle type and intended duty cycle as they relate to the FTA minimum retirement ages, and examined the potential of other alternatives. With regard to the appropriateness of the current FTA classifications, Orion stated that this classification conflicts with EPA definitions and that the categories are not definite enough (weight classes are too loose). Optima reiterated that the minimum retirement ages are based on the FTA Altoona Bus Testing requirements, which make vehicle classification arbitrary as manufacturers choose the category to test under and vehicles receive this classification regardless of length of time to complete or how it holds up. In Optima's opinion, manufacturers can test buses at the highest possible classification to give them a marketing edge, in spite of the testing results on quality or durability. In short, the manufacturers generally had few concerns with the current categories, but some manufacturers had significant concerns with how those categories are applied in practice, particularly in relation to the bus testing program.

Vehicle manufacturers were also asked their opinion on potential longer-life and shorter-life vehicle options. **Table 5-9** summarizes their responses. Two of the three manufacturers (Millennium and Optima) do not believe a longer-life, more durable vehicle can be manufactured

because more durable components cannot be produced. If such a vehicle were manufactured, it would be heavier (increased GVW), more expensive, and likely less economical (fuel efficiency, purchase price). The option of a less durable, less expensive vehicle also received differing interest, although the main characteristic and challenge to manufacturing this type of vehicle would be the decrease in component quality (i.e., having to rely on lower-cost components). One manufacturer expressed concerns about the feasibility of manufacturing a safe, shorter life vehicle option that was "cost-neutral" (as compared to existing 12-year models). The concern being that the required reductions in structural cost to make the vehicle cost competitive may also lead to structural issues. Optima stated that another vehicle option for FTA to consider is the new hybrid electric vehicle, with diesel or gasoline engines powering electric motors.

Table 5-9
Opinions on Alternative Set of Vehicle Life Spans

Vehicle Life	Orion	Millennium	Optima
Longer-life, more dur	able vehicle		
Interest, characteristics of vehicle	Yes – would have to be more resistant to corrosion and heavier.	No – already build most durable buses out there.	No – components would not survive longer life; duty cycle also important in affecting retirement.
Challenges	Encouraging modular design; Rebuild cycles would affect supply of parts.	Supporting technologies for long periods of times	Cannot increase life expectancy of components; Higher price vehicles.
Shorter-life, less dura	ble vehicles		
Interest, characteristics of vehicle	Yes (cater to different needs of transit operators) – lighter weight, lower-cost components.	No – eliminating options, low-cost components.	Not part of market niche.
Challenges	Establishing market.	Getting cost reductions from components, not structure.	Not part of market niche.

## **Vehicle Components**

This section of the survey summarized the manufacturers' experience with individual components and their relationship to the expected service life of vehicles. All of the manufacturers agreed that the life expectancy and maintainability of vehicle components affect the service life and vehicle retirement decision, with the main component being the structure and/or chassis. As previously reported, manufacturers expect these components to endure without major failures in order for vehicles to reach the FTA minimum retirement ages. Millennium also listed the engine, transmission, and axles as vehicle components that also impact service life. On the other hand, vehicle components not affecting service life included seats, radios, fare boxes, glass/windows, and other destination announcement systems. However, two of the manufacturers listed that the life expectancy of engines and brakes are driven by other markets besides the bus industry.

**Table 5-10** summarizes the design challenges to vehicle components reported by the manufacturers in the construction of vehicles with increased life expectancy and of vehicles with decreased life expectancy.

As expected, the responses from this section are in line with those reported in previous sections of the survey on the overall life expectancy of vehicles. The FTA minimums impact the design specifications of vehicles, especially the structure and/or chassis, which is a primary driver of retirement decisions because it cannot be economically rebuilt or replaced. The manufacturing of longer-life vehicles is limited by the life expectancy of components, as they are currently not built to last longer or have replacement/maintenance schedules in line with the expected life of the vehicle. Conversely, manufacturing shorter-life vehicles would involve lower-cost, lighter-duty components (such as those in the truck and automotive industry).

Table 5-10 Component Challenges to Vehicle Options

Component Challenges	Orion	Millennium	Optima
Longer-life vehicle	No challenges – 18-year bus already built.	Warranty on engines and batteries remains unchanged	Obsolescence of parts. Affected components: chassis, engines, transmissions, electronic systems, HVAC systems, and others.
Shorter-life vehicle	Take out cost with reduced service life, smaller engines, lighter axles.	Lighter-duty components, mild steel structure.	Downgrade of design, need for change in industry mindset for lower-life vehicles.

### **Summary: Vehicle Manufacturers**

It is important to note that the three vehicle manufacturers surveyed are not a statistically representative sample; however, they do provide valuable insight on the effects of and recommendations to the current FTA policy on useful life of buses and vans. Due to the limited sample size, the findings presented in this section could be strengthened with further investigation.

The general observation is that vehicle manufacturers have built their manufacturing practices and marketing strategies around the current FTA minimum retirement ages, specifically the use of the 12-year minimum retirement age as a benchmark in the heavy-duty vehicle market.

These manufacturers tend to design vehicles with a structure/chassis expected to last and exceed the 12-year minimum without major failures, and with the expectation that other components such as the engine, transmission, and axle follow good maintenance practices to reach these minimum retirement ages. The manufacturers also recognize that the needs of operators differ (18-year minimum in Canada, higher corrosion rate, etc.) and that the operating environment and duty cycle play an important role in the vehicle's retirement age.

Changes to the current FTA minimums and classifications are closely tied to the life expectancy of vehicle components. Longer-life vehicles would require more durable components, which at this time are not available by component manufacturers, and shorter-life vehicles would entail the use of lower-cost, perhaps lower-quality, components with lower durability expectations.

## **Private Operators Response**

The research team developed an interview guide to assess the current experience of private operators with vehicle retirement ages and the FTA service-life guidelines. Questions covered areas such as factors in retirement decisions, experience with customers (transit operators), and life expectancy of vehicle components. **Table 5-11** provides the list of private operators and the title of the key staff contacted.

Paul Revere Transportation Company provides charters, sedan service, and shuttle service throughout the New England area. Notably, it currently has contracts with:

- Massachusetts Port Authority (MassPORT) to operate the Boston Logan Airport shuttle buses, which provide service through the airport (terminals, satellite parking, and public transportation stations)
- Massachusetts Bay Transportation Authority (MBTA), as the private bus carrier of Route 712 and 713 in the Winthrop area
- Medical Academic and Scientific Community Organization, Inc., providing shuttle service between several medical and scientific-research-related locations throughout the Boston area.

Table 5-11
List of Private Operators Contacted and Respondents

Private Operator	Contact Title	Response to Interview Guide Received and Completed
Paul Revere Transportation Company, LLC	Director of Operations Director of Maintenance	Yes
Abe's Transportation	Operations Manager	Yes
Hertz Rent-a-Car	Director, Operation's Technology	Yes

Abe's Transportation provides charter, limousine, and sedan service and shuttle buses throughout the Washington metropolitan area, including airport transportation, sightseeing tours, and company contracts (service to and from office locations and Metro stations). Hertz provides several rental services, including rental-car services at airport locations where it operates vans and shuttle buses between terminals and at locations on the outskirts of the airport.

This section synthesizes the responses received in a narrative or tabular format. Not all of the private operators responded to every question.

#### **Fleet Characteristics**

The three private operators surveyed operate a variety of vehicle types in terms of manufacturer, size and capacity, and duty cycle. As a sample set, Abe's Transportation operates Ford cutaways; Paul Revere operates a number of Neoplan CNGs, Neoplan Diesels, and MCII Diesels; and Hertz operates different sizes of Gillig low-floor clean-burning diesels.

All operators stated performing regular maintenance on their fleets. **Table 5-12** summarizes specific maintenance tasks provided by operators.

Table 5-12 Regular Maintenance Schedule

Private Operator	Maintenance	Notes
Paul Revere Transportation Company, LLC	<ul> <li>Heavy-duty buses are inspected after 12,000 miles.</li> <li>Light-duty buses are inspected at 3,000 to 4,000 miles.</li> <li>Exterior and applied panels replaced as necessary (typically 4 to 5 years).</li> </ul>	Maintain minimum/maximum spare parts in stock based on experience.
Abe's Transportation	<ul> <li>Oil change every 3,000 miles (manufacturer's recommendation).</li> <li>Front brake pads changed every 10,000; rear brake pads changed every 17,000 miles (longer for larger, 7-year vehicles).</li> <li>Front tires changed every 10,000 miles; rear tires changed every 12,000 miles.</li> <li>Transmission fluids changed every 50,000 miles.</li> </ul>	<ul> <li>Ford 6.0 - Warranty of 36,000 miles on transmission, 100,000 miles on engine.</li> <li>International 3500 – Warranty of 150,000 miles on transmission and engine.</li> <li>Inspection on all vehicles when washed (1 to 2 times/week).</li> </ul>
Hertz Rent-a-Car	Preventive maintenance performed regularly – initially according to manufacturer's recommendation, but now adjusted based on historical data.	Comprehensive maintenance program; Maintenance performed by inhouse mechanics

#### **Vehicle Retirement**

The private operators were asked to provide information on the expected useful life of their vehicles, as well as the drivers behind the retirement decision. In general, the operators stated an expected vehicle life based on the manufacturer's recommendation, with the options to extend it through transfers to lower-frequency routes or rehabilitation programs.

Paul Revere Transportation provided the following detailed information on the scheduled life and rehabilitation of most of its fleet vehicles:

- 40-foot Neoplan CNG: Scheduled life of 12 years, with an engine rehabilitation at 7.5 years.
- Medium-duty Passenger Vans: Scheduled life of 115,000 miles (approximately four to five years).

- 35-foot RTS Diesel: Scheduled life of five to six years.
- MCII Diesel: Scheduled life of 700,000 miles.

Paul Revere Transportation also stated that structural rehabilitation and/or bodywork on its 40-foot Neoplan CNGs would be performed if the vehicle has a minimum of 12 years and is planned for use after end of contract for other tasks. This operator also stated inspection work is performed on its passenger vans every 5,000 miles due to the large impact from weather.

Abe's Transportation noted that its smaller cutaways are typically operated on main routes for three years, although it would transfer these vehicles to low-frequency routes after the three-year mark if their conditions remained acceptable. The goal is to keep the larger cutaways for six years, although the vehicles continue operations for an additional year if they remain in excellent conditions. The vehicles do not undergo any overhauls and are traded in after retirement.

Hertz indicated an expected useful life of 12 years based on the bus manufacturers' design to the federal regulation. Hertz also stated performing one overhaul on the transmission and/or motor in order to extend the vehicles' life beyond design life. The cost of this overhaul is approximately \$20,000 to \$30,000.

All of the operators stated vehicle maintenance requirements as one of the main factors behind the decision to retire vehicles. **Table 5-13** summarizes the other factors in retiring vehicles reported by each operator.

Table 5-13
Retirement Factors

Private Operator	Key Factors in Retirement
Paul Revere Transportation Company, LLC	<ul> <li>Age of vehicle – Contracts with customers are often aligned with expected useful life (contract length equal to full or half of the expected life)</li> <li>Physical condition and quality of service</li> <li>Duty cycle</li> <li>Vehicle maintenance requirements</li> </ul>
Abe's Transportation	<ul><li>Increase in required maintenance cost</li><li>Physical condition of vehicles (customer comfort)</li></ul>
Hertz Rent-a-Car	<ul> <li>Perform a return-on-investment analysis of life-cycle costs to trade-off rising maintenance costs as vehicles get older and the purchasing options of new vehicles</li> <li>Operating conditions (frequency)</li> </ul>

#### **Purchase Considerations**

The private operators were also asked to provide information on their vehicle procurement process and vehicle purchasing decisions. As expected, none of the three operators surveyed use a low-bid process, and they are mainly focused on customer service and reliability. All of the operators stated they are willing to pay more for the best technology available, for example, luxury models, better fuel economy, computer-aided dispatch, or vehicle location electronics.

Paul Revere Transportation is the only operator surveyed that provides service under a contract with a transit agency. As such, this operator stated that it considers meeting FTA specifications and testing requirements for reliability when purchasing vehicles. Paul Revere also based the length of its contract with these agencies on the expected life of the vehicles. For example, one of its current contracts with MASCO is for six years, for which it operates a 12-year bus. In this case, the firm will not include the purchase of new vehicles in its expected re-bid.

## **Summary: Private Operators**

It is important to note that the three private operators surveyed are not a statistically representative sample. Due to the limited sample size, the initial findings presented in this section can be strengthened with further investigation.

Overall, the private operators are not affected by the FTA service-life policy and evaluate the useful life of a vehicle based on the manufacturer's recommendation, vehicle physical condition, and maintenance requirements. These private operators also apply regular maintenance practices on their vehicles, with rehabilitations and/or overhauls of the larger-size vehicles planned at near the vehicle's mid-life age.

The main factor for retiring vehicles for these operators is the increased cost in required maintenance and the level of service to customer (comfort and reliability). None of the operators use a low-bid procurement process when purchasing vehicles. They consider the higher costs to purchase vehicles with the latest technologies in fuel use, emissions, and/or vehicle location to provide a higher level of customer service.

## **CHAPTER 6. ENGINEERING ANALYSIS**

This chapter provides further evaluation of bus useful life from a bus engineering perspective. To a large extent, this section represents a continuation of the agency outreach analysis from the previous chapter as it is primarily based on the results of both the original agency interviews (see Appendix A) as well as the findings from the second round of agency interviews, this time more closely focused on vehicle engineering-related issues (see Appendix C). A key objective of this section is to highlight the fact that bus useful life is largely determined by the useful life of the vehicle structure. The chapter is also intended to provide an assessment of how transit agencies expect differences in service environment and vehicle characteristics (such as new vehicle designs, propulsion systems, and advanced technologies) to impact vehicle useful life. In most cases, transit agency interview participants have reported that, while they have reason to expect some new technologies and vehicle designs may have minor impacts on expected useful life, most of these new designs and technologies have not been utilized for a sufficient period of time to observe any material impact on actual service life.

## **Transit Agency Participants – Follow-Up Interviews**

Much of the analysis in this section of the report is supported by both the results of the initial agency interviews (as considered in the previous chapter) as well as the results of follow-up interviews completed with a slightly different sample of transit operators (to ensure broader representation for the study) but also with some of the same operators as in the initial sample (because of their familiarity with topics of specific interest, such as CNG buses). The specific sample of seven transit operators included in the follow-up interviews is presented in **Table 6-1**. In contrast to the initial interviews, which included agency staff with differing backgrounds (e.g., bus operations directors, general managers, and vehicle engineering staff), the follow-up interviews were directed specifically towards agency bus engineering staff. The intention of these follow-up interviews was to obtain a more in-depth perspective on engineering issues with useful life implications (e.g., the adoption of new technologies).

Table 6-1 Agencies Responding to Detailed Interview Guide

Operator	Туре	Fleet Size (2005 NTD)
Harris County Metro, Houston, TX	Major Urban	1,400 Buses; 229 Vans
LA MTA, Los Angeles, CA	Major Urban	2,815 Buses
MUNI, San Francisco, CA	Major Urban	894 Buses
WMATA, Washington, DC	Major Urban	1,467 Buses; 378 Vans
CATS, Charlotte, NC	Medium Urban	321 Buses; 170 Vans
Lane Transit District	Medium Urban	147 Buses; 92 Vans
Golden Gate Transit, San Francisco, CA	Suburban	321 Buses; 46 Vans

## **Useful Life of Transit Vehicle Chassis and Components**

This section reviews the useful life characteristics of bus and van structures and components. Rather than single, unified objects, buses and vans represent assemblies of numerous components. Hence, the useful life properties of the vehicle as a whole are likewise determined by the components from which the vehicle is constructed. This last statement is true from two differing perspectives. First, the life-cycle cost characteristics of transit vehicles are determined by the life-cycle costs of the components from which the vehicle is constructed. As shown in the next chapter, the overlap of these components' life cycles (some of which last the full life of the vehicle and others which are replaced one or more times over the life of the vehicle) can be used to determine the financially optimal point of retirement. Second, from an engineering perspective, vehicle useful life is ultimately determined by those components with the longest overall life, and primarily the chassis and structure to which all other components are attached.

The following sub-sections consider the useful life characteristics of the primary components of bus and van types within each of the five FTA service-life categories.

#### Structure/Chassis

Four- and Five-Year Vehicles: Small buses are built on van and cutaway van chassis mass-produced by light-duty automotive manufacturers. The chassis are made from two C-channel frame rails attached by a series of steel cross-members. The chassis supports all major components including the suspension, axle, brakes, wheels, tires, engine, transmission, fuel system, and electrical system. Van bodies and cabs are mounted to the frame rails with bolts and rubber isolators. The van/chassis are designed to last the full service life of the vehicle (i.e., 4 or 5 years) and are not overhauled. The cost of the van/chassis ranges between \$20,000 and \$30,000.

Seven-Year Vehicles: Vehicles within the 7-year service-life category include buses and trolleybus built on cab and stripped chassis. The chassis are mass-produced by heavy truck manufacturers. The chassis are made from two C-channel frame rails attached by a series of steel cross-members. The chassis supports all major components including the suspension, axle, brakes, wheels, tires, engine, transmission, fuel system, and electrical system. Passenger bodies and cabs are mounted to the frame rails with bolts and rubber isolators. The chassis are designed to last the full 7-year service life and are not overhauled. The cost of the van/chassis ranges between \$30,000 and \$40,000.

Ten- and Twelve-Year Buses: Heavy-duty small and large buses are built on custom designed or stripped chassis. The chassis designs include integral structure chassis unit body monocoque or semi-monocoque chassis and some body-on-frame construction types depending on the manufacturer. The chassis are made of mild or stainless steel and aluminum alloy from welded tube sections and/or stamped structural panels. The chassis supports all major components including the suspension, axle, brakes, wheels



and tires, engine and transmission, fuel system, HVAC, and electrical system. The chassis of a body-on-frame design (10-year buses) are not overhauled but may be repaired during the life of the vehicle. The custom designed chassis are designed to last the full 12-year service life and are overhauled/repaired as necessary. The cost of a typical midlife overhaul of the heavy-duty custom chassis ranges from \$7,000 to \$14,000.

Table 6-2 Structure/Chassis Characteristics

Component	4- and 5-Year Vans and Buses	7-Year Bus	10-Year Bus	12-Year Bus
Structure / Cha	ssis			
Туре	Van and van cutaway	Cab and stripped chassis	Body on frame construction	Integrated structure chassis unit body monocoque or semi-monocoque chassis
Useful Life	At least 4 to 5 years	At least 7 years or 200,000 miles	At least 10 years or 350,000 miles	At least 12 years or 500,000 miles
Rehabilitated?	No	No	No	Yes*

<sup>\*</sup> Many agencies do not perform a scheduled rehab but will repair as needed

### **Body**

Four-, Five-, and Seven-Year Vehicles: The 4- and 5-year small bus bodies are mounted to cutaway van chassis and designed and built by a second-stage manufacturer. The 7-year medium-duty bodies are mounted to a cab and stripped chassis and are also designed and built by a second-stage manufacturer. A second-stage manufacturer is a manufacturer that receives an incomplete rolling chassis or van and adds necessary components that complete the vehicle and ready it for its intended market. The bodies built for small and medium-duty buses are designed specifically for the transit and shuttle bus markets and feature transit style windows, destination sign, wheelchair lift, and a separate passenger compartment air conditioning system. The bodies are constructed from steel tubes and use either fiberglass or metal for the exterior skin. The 4- and 5-year small bus bodies are attached to the cutaway van chassis and integrated with the driver's cab. The 7-year medium duty bodies are attached to the cab and stripped chassis and integrated with the operator's cab. The cab houses the dashboard, driver interfaces, and driver's seats. The bodies for each of these vehicle categories are designed to last the full service life of the vehicle (i.e., 4, 5, and 7 years respectively).

Ten- and Twelve Year Vehicles: The bodies of 10-year heavy-duty small transit buses are built by two methods—either as an integral part of the chassis structure or as a separate body mounted on a chassis. The bodies of heavy-duty, 12-year transit buses are an integral part of the chassis structure. The bodies of both vehicle categories are constructed from steel tubes or panels and use either fiberglass or metal for its exterior skin, which may or may not be a stressed structural element of the design (i.e., add structural support to the vehicle). As the body of the heavy-duty buses is typically an integral part of the chassis, it is designed to last the full service life of the vehicle, with repairs and overhauls as necessary. The cost of a typical midlife overhaul of the body is \$14,000.

Table 6-3 Body Characteristics

Component	4- and 5-Year Vans and Buses	7-Year Bus	10-Year Bus	12-Year Bus
Body				
Туре	Mounted to cutaway van chassis	Attached to the cab and stripped chassis	Either integrated with chassis or separate and bolted to the chassis	Integral part of the chassis
Useful Life	At least 4 to 5 years	At least 7 years / 200,000 miles	At least 10 years / 350,000 miles	At least 12 years / 500,000 miles
Rehabilitated?	No	As needed	Yes*	Yes*

<sup>\*</sup> Many agencies do not perform a scheduled rehab but will repair as needed

#### Interior

Four-, Five-, and Seven-Year Vehicles: The interior of 4- and 5-year small bus bodies and 7-year medium-duty bus bodies use plywood for the floors covered with a rubber flooring material. Interior walls and headliner are covered with lightweight paneling, which is finished off with vinyl or carpeting. Small and medium-duty buses use fabric-covered seats that mount to the floor structure. Transit authorities typically do not refurbish the interior of small or medium-duty buses, but replace worn components on an as-needed basis.

Ten- and Twelve-Year Vehicles: The interiors of 10- and 12-year heavy-duty transit buses use plywood for the floors covered with a rubber flooring material. Interior walls and headliner are covered with lightweight paneling, which is finished with vinyl or carpeting. Heavy-duty transit buses use fabric-covered, solid plastic or stainless steel seats that mount to the sidewalls and/or floor structure. Transit authorities typically do not refurbish the interior of 10-year heavy-duty buses, but replace worn components on an as-needed basis. For 12-year vehicles, operators typically spend roughly \$13,000 over the life of the vehicle on interior replacements (either as a comprehensive overhaul or on an as-needed basis).

Table 6-4
Interior Characteristics

Component	4- and 5-Year Vans and Buses	7-Year Bus	10-Year Bus	12-Year Bus
Interior				
Туре	Plywood flooring w/ carpeting, light weight vinyl paneling, fabric seats	Plywood flooring w/ rubber covering, light weight vinyl paneling, fabric seats	Plywood flooring w/ rubber covering, light weight vinyl paneling, fabric or solid plastic seats	Plywood flooring w/ rubber covering, light weight vinyl paneling, fabric or solid plastic seats
Useful Life	At least 4 to 5 years	At least 7 years	7 to 10 years	7 to 10 years
Rehabilitated?	As needed	As needed	As needed	Yes*

<sup>\*</sup> Many agencies do not perform a scheduled rehab but will repair as needed

#### **Interior Climate Control**

Typical heavy-duty 10- and 12-year vehicles and many 7-year vehicles have heating, ventilation, and air conditioning (HVAC) units that are mounted on the rear of the bus or the roof. The units range in size from 80,000 to 115,000 btu. HVAC system are typically repaired or replaced as needed during the life of the 10-year vehicles. HVAC system are typically overhauled during midlife rehabilitations of 12-year, heavy-duty transit buses, while systems for 7- and 10-year vehicles typically last the service life of the vehicle. The cost for overhauling the HVAC units including interior vents and panels is approximately \$10,000. In contrast, most 4- and many 5-year vehicles have heating and cooling systems that are integrated with the body (as in private vehicles) and last the full service life of the vehicle.

Table 6-5
Climate Control Characteristics

Component	4- and 5-Year Vans and Buses	7-Year Bus	10-Year Bus	12-Year Bus	
Interior					
Туре	Body integrated	Roof Mounted	Roof Mounted	Roof Mounted	
Useful Life	Life of Vehicle	Life of Vehicle	6 to 7 years	6 to 7 years	
Rehabilitated?	No	No	Sometimes	Yes*	

<sup>\*</sup> Many agencies do not perform a scheduled rehab but will repair as needed

### **Electrical Systems**

Many heavy-duty, 10- and 12-year transit vehicle manufacturers use Programmable Logic Control (PLC) technologies, which allow for multiplexing. Multiplexing systems use a single wire databus for communication among major components in a bus. The use of a single wire reduces the number of dedicated wires and relays, and therefore reduces the overall weight and complexity of the vehicle's electrical system and wiring harnesses. Heavy-duty transit vehicle electrical systems typically offer extensive diagnostic capability. The use of the PLC provides for easier diagnosis of sub-systems using software on laptop PCs. The electrical system is repaired as necessary over the life of a 10-year vehicle. In contrast, electrical systems for 12-year vehicles are frequently overhauled at midlife. Typically, a midlife overhaul of the electrical system costs \$4,000 on a 12-year vehicle. In contrast, most 4-, 5-, and 7-year vehicles have wiring harness electrical systems (as found in private vehicles) and last the full service life of the vehicle.

Table 6-6 Electrical System Characteristics

Component	4- and 5-Year Vans and Buses	7-Year Bus	10-Year Bus	12-Year Bus
Electrical System				
Туре	Wiring harness	Wiring harness	Multiplexing system	Multiplexing system
Useful Life	Life of Vehicle	Life of Vehicle	Life of Vehicle	Life of Vehicle
Rehabilitated?	As needed	As needed	As needed	Yes*

<sup>\*</sup> Many agencies do not perform a scheduled rehab but will repair as needed

### **Propulsion System**

Four- and Five-Year Vehicles: There are two types of internal combustion engines for full-size vans and cutaway van chassis—spark ignition (gasoline) and compression ignition (diesel). The gasoline engines are designed and manufactured by the van and chassis manufacturer. The engines typically have 6, 8, or 10 cylinders ranging in displacement from 4.6 liters to 8.0 liters. The engines are similar to those offered in full-size pickup trucks and sport utility vehicles (SUVs). Gasoline engines in this operating environment have a service life of 125,000 to 175,000 miles. Diesel engines are options on these vehicles at a \$4,000 premium. The diesel engines provide superior durability and fuel economy and, with a service life of 250,000 to 300,000 miles, typically outlast the vehicle.

The transmissions are designed and built in-house by the van/chassis manufacturer. The transmissions in operation today have both four and five speeds, which includes overdrive. Transmissions are sized to accommodate the input torque of the engine. Transmission can be expected to last 75,000 to 100,000 miles in transit service. The transmissions are similar to those used in full-size pickup trucks and SUVs.

In this service-life category, performing a mid-life rehabilitation on the bus is uncommon. However, engines and transmissions are overhauled on an as-needed basis. Cost for overhauling an engine and transmission is \$4,000 and \$2,000, respectively.

Seven-Year Vehicles: Medium-duty buses are powered solely by diesel engines. The engines can be designed and built by the chassis manufacturer or purchased from a dedicated diesel engine manufacturer such as Cummins or Caterpillar. The engines typically have 6 cylinders and 6.0 to 7.0 liters of displacement, and the cylinders are arranged in an inline configuration. Inline configuration is naturally balanced and provides minimal vibration. Diesel engines in this class typically last the bus's life with a service life of 200,000 to 300,000 miles. For medium-duty buses, Allison transmission is the dominate transmission provider. The chassis volumes are not sufficient to warrant chassis manufacturers to design their own transmission. Heavy-duty transmission vendors from Europe have yet to challenge Allison in this bus service-life category. In the category, performing a mid-life rehabilitation on the bus is uncommon. However, engines and transmissions are overhauled on an as-needed basis.

Ten-Year Vehicles: Nearly all of the internal combustion engines used in heavy-duty small transit buses are compression ignition (diesel), although there are some CNG and diesel hybrid powertrains in service. The engines typically have four, six, or occasionally eight cylinders ranging in displacement from 6.0 liters to 8.0 liters in capacity. The engines are similar to those offered in class 7 tractors and straight trucks and heavy duty pick-up trucks. Diesel engines in this operating environment have a service life of approximately 200,000 to 300,000 miles. The diesel engines are supplied to the chassis manufacturer by a diesel engine manufacturer according to the customer's specifications. The major diesel engine suppliers to the heavy-duty small transit industry include Cummins and International. CNG versions can increase the cost of a transit bus by \$50,000. Diesel engines can last the entire service life of the vehicles or may be replaced during the service life (depending on the service characteristics of the operator).

The major supplier of heavy-duty, small, transit bus transmissions is Allison. The transmissions in operation today have both four and five speeds. Transmissions are sized to accommodate the input torque of the engine. Transmission can be expected to last to 150,000 miles in transit service, and hence will likely require an overhaul during the life of the vehicle.

Table 6-7
Propulsion System Characteristics

Tropulsion System Characteristics						
Component	Component 4- and 5-Year Vans and Buses		10-Year Bus	12-Year Bus		
Propulsion Syste	em: Engine					
Туре	Gasoline and diesel engines	Diesel engines	Diesel with some CNG and hybrid	Diesel with some CNG and hybrid		
Useful Life Gas: 125,000 to 175,000 miles; Diesel:200,000 to 300,000 miles		200,000 to 300,000 miles	200,000 to 300,000 miles	200,000 to 300,000 miles		
Rehabilitated? Rare		As needed	Yes*	Yes		
Propulsion Syste	Propulsion System: Transmission					
Type	Automatic / Manual	Automatic	Automatic	Automatic		
Useful Life	75,000 to 100,000 miles	100,000 to 150,000 miles	150,000 miles	150,000 miles		
Rehabilitated?	As needed	As needed	Yes	Yes		

<sup>\*</sup> Many agencies do not perform a scheduled rehab but will repair as needed

Twelve-Year Vehicles: Nearly all of the internal combustion engines used in heavy-duty transit buses are compression ignition (diesel), although there are CNG and diesel hybrid powertrains in service. The engines have four, six, or occasionally eight cylinders ranging in displacement from 8.0 liters to 14.0 liters. The engines are similar to those offered in class 8 tractors and straight trucks. The diesel engines are supplied to the chassis manufacturer by a diesel engine manufacturer according to the customer's specifications. CNG versions can increase the cost of a transit bus by \$60,000, and hybrid powertrains can add \$150,000 to the price of the vehicle. Diesel engines have a service life of 250,000 to 300,000 miles and are typically overhauled or replaced on the vehicle.

The transmissions are purchased by the chassis manufacturer according to the customer's specifications. The transmissions in operation today have both four and five speeds. Transmissions are sized to accommodate the input torque of the engine. Transmissions can be expected to last to 150,000 miles in transit service.

In this service-life category, performing a mid-life rehabilitation on the bus is common and typically includes the powertrain. However, engines and transmissions are also overhauled on an

However, engines and transmissions are also overhauled on an as-needed basis. Cost for overhauling an engine and transmission is approximately \$35,000 including engine compartment accessories such as mounts and emission control devices.



#### **Axles and Differentials**

Four-, Five-, and Seven-Year Vehicles: The axles and differentials used on small buses are exclusively built for the van/chassis manufacture by Tier 1 suppliers. The axles are designed to accommodate the load rating of the vehicle. Most rear axles for this vehicle weight class use a floating design in which the load on the axle is carried by the axle housing and not the axle shafts. The differential provides the final gear reduction and transmits power from the powertrain to the wheels. Properly maintained, axles and differentials will perform for many years without major maintenance. Transit service is hard on axles and differentials and it is not uncommon to have to replace the bearings on the axle shafts or the differential itself. This type of maintenance is not scheduled and is performed on an as-needed basis. Overhauling a rear axle can cost upward to \$1,500.

Depending on vehicle's loading rating, the front axle and suspension uses either a solid axle design with coil, leaf, or torsion bar mechanical springs or an independent suspension with either a coil or torsion bar mechanical spring. Independent suspensions provide superior ride comfort, but have more bushings associated with them requiring periodic replacement. Front-axle and suspension systems are inspected regularly with repairs performed on an as-needed basis.

Ten- and Twelve-Year Vehicles: Ten- and twelve-year heavy-duty buses use axles and differentials from the trucking industry although there are transit bus specific axles used especially in low-floor applications where the front axle by necessity must be a low profile design. Rear axles of low-floor designs can also be of a low profile design, but this is only required in a full low-floor type of design compared with the more common partial low-floor design. Heavy-duty small transit buses use two axles and are rated for a GVW of 26,000 to 33,000 pounds, with the front typically rated at 10,000 and the rear at 20,000 pounds. Large heavy-duty transit buses use two axles (3 for an articulated bus) and are rated for a GVW of 36,000 to 40,000 pounds. The maximum axle weight allowed is typically 18,000 front and 22,000 rear depending on the state. As delivered, large heavy-duty transit bus front axles are rated for 13,000 pounds and rear axles are typically rated for 26,000 pounds. Rear axles for this vehicle weight class use a fully floating design in which the suspension loads on the axle are carried by the axle housing and not the axle shafts. Here again, it is not uncommon to have to replace the bearings on the axle shafts or the differential itself and this type of maintenance is not scheduled; it is performed on an as-needed basis and can be expected at least once during the vehicle life. Rear suspensions are most commonly air springs or occasionally solid leaf springs.

The front axle and suspension is generally a solid axle design with coil springs, air springs, or occasionally an independent suspension with air springs. Independent suspensions provide superior ride comfort, but have more bushings associated with them requiring periodic replacement. Front axle and suspension systems are inspected regularly with repairs performed on an as-needed basis. Overhauling heavy-duty axles can cost \$9,000 and suspensions roughly \$4,600 per rebuild.

Table 6-8
Axles and Differentials Characteristics

Component	4- and 5-Year Vans and Buses	7-Year Bus	10-Year Bus	12-Year Bus
Туре	Floating rear, solid or torsion front w/ leaf	Floating rear, solid front w/ leaf	Floating rear, solid front w/ coil springs, air	Floating rear, solid front w/ coil springs, air
176.	suspension	suspension	springs	springs
Useful Life Life of Vehicle		Life of Vehicle	6 to 7 years	6 to 7 years
Rehabilitated?	As needed	As needed	As needed	As needed

<sup>\*</sup> Many agencies do not perform a scheduled rehab but will repair as needed

#### **Brakes**

Four-, Five-, and Seven-Year Vehicles: Four- and five-year small buses are equipped with hydraulic brake systems featuring drum brakes on the rear and disc brakes on the front axles. Medium-duty 7-year buses are typically equipped with hydraulic brake systems with either drum or disc foundation brakes. Higher-capacity vehicles are equipped with pneumatic brake systems because of limitation on the boiling point of hydraulic fluid. In transit service, brakes are inspected on scheduled intervals based on either vehicle mileage or time. Brake life is dependent on the duty cycle and can range between 15,000 and 30,000 miles. Rebuilding the brakes can cost upwards of \$400 per axle.

Table 6-9 Brakes Characteristics

Component	4- and 5-Year Vans and Buses	7-Year Bus	10-Year Bus	12-Year Bus
Brakes				
	Hydraulic; drum rear	Pneumatic; drum	Pneumatic; drum rear	Pneumatic; drum rear
Туре	brakes and disc front	rear brakes and disc	brakes and disc front	brakes and disc front
	brakes	front brakes	brakes	brakes
Useful Life	15,000 and 30,000	15,000 and 30,000	15,000 and 30,000	15,000 and 30,000
	miles	miles	miles	miles
Rehabilitated?	Yes	Yes	Yes	Yes

Ten- and Twelve-Year Vehicles: Ten- and twelve-year heavy-duty transit buses are equipped with air brake systems featuring drum or disc brakes on the front and rear axles. Heavy-duty vehicles are equipped with pneumatic brake systems because of limitation on the boiling point of hydraulic fluid. In transit service, brakes are inspected on scheduled intervals based on either vehicle mileage or time. Brake life is dependent on the duty cycle and can range between 15,000 and 30,000 miles. Rebuilding the brake system can cost \$5,000 including actuators, linings, and drums.

#### Wheelchair Lifts

Conventional high-floor buses use wheelchair lifts to meet ADA requirements. Low-floor designs also use some form of boarding aid for wheelchair passengers such as an air-driven boarding ramp and kneeling system. The ramps are located on the inside of the bus at the front entrance door and are operated by the driver. These boarding aids use interlocks that prevent the

bus from moving with a deployed wheelchair lift or ramp. These systems are repaired as required during the life of the vehicle. Typical overhaul cost for wheelchair lifts at midlife of a 12-year vehicle ranges from \$12,000 to \$20,000 with ramps costing relatively less depending on the complexity of the mechanism.

Table 6-10 Wheelchair Lifts and Ramps Characteristics

Component	4- and 5-Year Vans and Buses	7-Year Bus	10-Year Bus	12-Year Bus
Type	Lifts and Ramps	Lifts	Lifts	Lifts
Useful Life	Life of Vehicle	6 to 7 years	6 to 7 years	6 to 7 years
Rehabilitated?	As needed	As needed	As needed	As needed

### **Summary**

**Figure 6-1** summarizes the results of this sub-section. Specifically, the figure presents the expected service lives of all major component groupings for a 12-year bus. Here, component groupings have been placed into three categories acting as rough prioritizations of vehicle replacement and rehabilitation importance. These include (1) replacements required to keep vehicles fully operable, (2) replacements to ensure vehicle operation remains safe, and (3) replacement/rehabilitation activities to maintain/improve vehicle esthetics (or general quality of service). Note here that relatively few vehicle components typically last the full "service life" of the vehicle. For 12-year vehicles, this includes the structure (the component to which most other components are attached), exterior (panels or "skin"), and the electrical system. This summary presentation helps to emphasize the fact that the vehicle structure, the skeleton to which all other components are attached, is the single most important vehicle component that defines the overall useful life of the entire vehicle. Given this importance, the next sub-section will further review the vehicle frame.

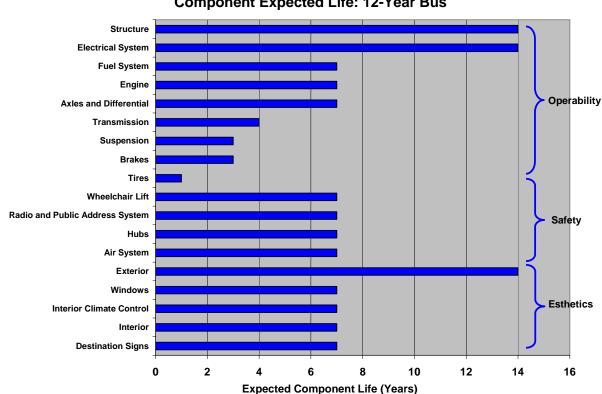


Figure 6-1
Component Expected Life: 12-Year Bus

## Vehicle Structure - A Second Look

This section provides further consideration of vehicle structure. As noted above, vehicle structure defines the useful life of the vehicle as a whole more than any other single vehicle component. This is because the structure is the backbone to which all other vehicle components are ultimately attached. Should the structure wear out or fail due to the influences of corrosion or a significant accident, then the life of the vehicle is essentially at an end. In contrast, other vehicle components can be replaced as needed when they fail or become obsolete. This even includes components that can be challenging to replace, such as electrical systems, which may require significant dismantling of the vehicle prior to removal and replacement. Even the vehicle exterior (e.g., the panels making up the "skin" of the vehicle), which also tends to last the expected service life of the vehicle, can be replaced as needed over the life of the vehicle. Replacing the structure, however, would require the removal of all other components and then the complete reassembly of the vehicle—an improbable task.

As the Chapter 2 analysis makes clear, the structure of the 12-year bus (and some 10-year buses) is really only the bus and van structure developed *solely* for the transit market, with the structures for all remaining bus and van types developed with other user applications in mind, such as school buses, motor homes, courtesy vehicles, and family vans. Given that structure defines vehicle useful life more than any other component and that 12-year vehicle structures are the only structures designed specifically for transit use (and transit is the largest purchaser), the 12-

year structure is the single component where FTA and the transit industry are in the best position to alter both component life and vehicle useful life simultaneously.

The following sub-sections consider the useful life of vehicle structure from two different perspectives. The first is the impact of service environment, which is a primary determinant of structure service life and a factor that many transit operators would like to include, along with service years and miles, in assessing FTA's minimum service-life requirements. The second is consideration of how different structure designs impact the useful life of transit buses. For the most part, the discussion in the section is limited to 12-year buses.

#### **Service Environment**

All of the agencies interviewed for this study, including those participating in both the initial and follow-up reviews, acknowledged that service environment is one of the most significant factors that impacts the useful life of the bus structure. This was recognized by agencies whether they considered their own service environment as less, the same as, or more severe than the national average.

Agencies who noted that their service environment was the same as or less severe than the average did comment that buses that see high passenger load rates and are subjected to more severe service wear out faster. This is intuitive, and most agencies can proactively address this by rotating their buses so that the vehicles get equal exposure to the high service routes in order to balance overall fleet life. However, this is not always possible. One agency noted that they exclusively used 60-foot articulated buses on specific high demand routes. These buses experienced much higher wear and required more maintenance. This agency attributed the higher maintenance requirement to the more demanding service environment served by the 60-foot bus rather than to the complexity of the articulated vehicle.

The variability in service environment and its impact on bus useful life implies that a standard replacement age may not be appropriate for all transit agencies. A bus structure built to survive the standard 12 years in an average North American city will not last 12 years in a harsher New York City or Boston environment. Conversely, a bus structure built to survive 12 years in either of these northeastern cities will be over-designed for the average U.S. transit agency. The bus structure will survive in excess of 12 years, but it is a heavier and stronger structure. The additional weight of the structure results in lower passenger capacity, higher fuel consumption, and greater wear on suspension and braking components. Many of the agencies interviewed (including TTC, NYCT and MBTA) have strengthened their specifications to include structural validation requirements in order to ensure they are purchasing buses that will survive for their desired (e.g., 12 year or longer) useful life within tough operating environments.

TTC and NYCT working with Bodycote (formerly Ortech) developed an evaluation process to pre-qualify bus structures using a shaker table test. The shaker table can be used to simulate the bus in the agency's actual operating environment. The shaker table consists of four hydraulic posts that attach to the bus's wheel ends. The hydraulic posts input loads into the bus's structure based on accelerometer data collected from actual routes. The dynamic test can simulate 500,000

miles of actual operation in a matter of weeks. The actual stresses and failures that a bus structure would experience in service can be found over the course of the test.

Using a similar methodology, the stresses imparted into the bus structure can be measured in service and used to calculate "damage factors" for the structure. Instead of testing a completed bus on a shaker table, this method can be used to predict useful life. This approach has been applied by the MBTA on all of their recent bus procurements. Each bus design was outfitted with a few dozen to a couple of hundred strain gauges and road tested in both loaded and unloaded conditions. The strain/stress data gathered from these tests was then extrapolated over the required 500,000-mile useful life of the bus. By comparing this information with known fatigue curves for standard welded joint classes, the expected life of the bus structure can be determined. In addition, any locations that may have a lower than required life can be identified and redesigned prior to full bus structure production.

Based on the interviews with transit agencies, it is clear that service environment has a significant impact on bus structure useful life. However, because of the wide range in service environments throughout the country, agencies with the most severe service environments have found it necessary to emphasize bus structure validation as part of their evaluation process. If all agencies are required to get 12 years of useful life from their buses, this will result in the average agency purchasing a vehicle that is over-designed for their needs at a higher cost, with operating penalties of increased weight and/or reduced passenger capacity.

### **Severity and Minimum Service-life requirements**

Finally, the question then arises as to whether the service environment should be included—along with minimum service years (e.g., 12 years) and service miles (e.g., 500,000 miles)—in the definition of FTA's expected minimum service-life requirements. In other words, should agencies operating in severe service environments be subject to less restrictive minimum service-life requirements as compared to those in less severe environments (e.g., 10 years versus 12 years for a large heavy-duty bus)? While many of the interview respondents support the lesser restriction, it is not clear how this service environment adjustment would be implemented in practice. For example, how would service environment severity be measured and where does the boundary between severe and not severe lie? Presumably, this would require some type of index incorporating measures of average passenger loadings, street "roughness," road salt utilization, and perhaps local topography (i.e., for presence of steep grades). Alternatively, agencies could lobby for a severity rating that FTA would then need to agree to.

At the same time, FTA would also need to conduct some analyses to determine how the minimum age and mileage requirements should best be altered to reflect these differences. For example, for large, heavy-duty buses, should the service-life requirements be 10 years for high-severity environments, 12 years for average severity environments, and 14 years for low-severity environments, or some other set of ages?

Another option would be to maintain the current 12-year and 500,000-mile requirements and then somehow adjust funding levels to reflect the needs for a stronger structure for more severe operating environments. To a limited extent, this is already the case as (1) formula funding is already tied to ridership (thus accounting for rider impacts if not street roughness impacts) and

(2) FTA funds 80 percent of the vehicle cost, including 80 percent of the higher cost for vehicles with stronger structures.

In summary, while it is very clear that service environment severity is a primary determinant of vehicle useful life, it is not as clear how this factor could be represented in FTA's minimum service-life requirements. While it is possible in theory to develop measures to capture and reflect differences in service environment severity (e.g., an index of service severity), selection, development, and reporting of these measures would require some research and would still require identification of a clear (but arbitrary) cut-off point between the severe and less severe environment types.

## **Construction Type**

The method in which transit buses are designed and constructed has an impact on their useful life. The most popular method of construction used today for 12-year service life buses is an integral body and chassis constructed from square tubing. This construction method uses hundreds of varying sizes of square tubes that are welded together to form the sidewalls, roof, and floor structures. The sections are brought together and welded creating an integral bus body and chassis. There are thousands of welds in a completed bus structure and the welds are subject to fatigue. Buses that use this construction method are commonly referred to in the industry as "stick" buses. European bus designs heavily influenced this construction method. New Flyer, Orion, NABI, and Neoplan all employ this type of construction.

The advantage of this construction method is that very little tooling and few machines, if any, are used in fabrication—thus minimizing expenses related to introducing a new bus design. Disadvantages include the fact that the buses are very labor intensive to build and early versions suffered from structural design deficiencies, corrosion problems, and general quality control issues—leading in turn to useful life issues. Many transit authorities stayed with the proven General Motors RTS design last manufactured by NovaBus and Flxible's Model 870, both of which were high-floor designs. With the advent of low-floor buses, however, even the most loyal RTS operators were forced to procure stick buses—the more effective design for vehicles of this type. Most manufacturers have addressed the issues previously associated with stick buses by treating the tubes with corrosion-resistant coatings, employing stainless steel, improving quality control, and strengthening the design such that newer designs are expected to have better useful life expectancies as compared to earlier models.

## **Low-Floor Designs**

Low-floor buses entered the market in the early to mid-1990s. These buses feature a dropped front axle that enabled the floor to be lower and thereby eliminated the need for entry steps. They also eliminated the need for wheelchair lifts, which were problematic to maintain. In the U.S. market, the low-floor bus standardized around a configuration featuring a low floor that ran from the front of the bus to just aft of the rear door. After which, two steps are required to reach the rear platform. The raised rear platform provides sufficient space under the floor for a conventional rear axle and powertrain.

Most of the 40-foot transit buses sold today are of the low-floor design. Interview participants stated that it is too early to tell whether the low-floor design will impact vehicle longevity, but did note that this design is more susceptible to roadside damage and salt spray (because the floor structure is closer to the ground). Furthermore, the front suspension travel is reduced due to space limitation, which may result in greater loads imparted into the bus structure with possible long-term service life ramifications. Some interview participants felt that the service life of low-floor buses would be less than that of high-floor buses, although they are capable of meeting minimum service-life requirements. Others responded that the service life should be similar.

### **Articulated Bus Designs**

Articulated buses were introduced in the U.S. market in the 1980s by European manufacturers. Two configurations were sold. In one configuration, commonly referred to in the industry as a "pusher," the engine resides in the rear of the second module or "trailer" similar to a conventional 40-foot bus. The other design, referred to as a "puller," houses the engine below the floor of the forward module or "tractor." The added complexity of articulated buses increased their maintenance costs, which can reduce their useful service life. Only a few large transit authorities operate articulated buses in significant numbers. Transit authority responses did indicate issues with articulated buses, but these issues were primarily vendor-specific and not necessarily typical of this vehicle type.

The advent of bus rapid transit (BRT) has renewed interest in articulated buses. These latest designs feature low floors, stylistic front ends, pusher powertrain layouts, and in some cases doors on both sides of the vehicle. It is premature to comment on the durability of the latest generation of articulated buses; however, features such as doors on either side would be expected to challenge the structural integrity of the bus and could negatively affect its useful life.

# **Bus Durability and New Technologies**

Promoting research into advanced designs and technologies has always been an FTA interest and a transit industry strength. In the 1990s, FTA performed research on battery electric, hybrid electric, alternative fueled, fuel cell, and composite material buses. This research has led to some useful-life impacts on the grantees. For example, the composite structures can certainly provide a minimum 12-year life, and likely more. These may be of interest to agencies looking for longer-life vehicles. However, the cost of the composite buses has limited their competitiveness within the low-bid procurement process.

The following subsections consider the useful life implications of two types of new vehicle technologies—alternative fuel and new electronics technologies.

## **Alternative Fuels and Hybrid Propulsion Systems**

The use of new fuels and propulsion systems in transit has historically affected the reliability and (in some cases) useful life of transit buses. Early compressed and liquefied natural gas engines, for example, were sensitive to fuel quality and the energy content of the fuel because their mechanical fuel injection systems were not sophisticated enough to adjust for these differences

and often led to engine damage. Newer electronically controlled engines have solved issues associated with changes in fuel content.

Natural gas engines operate with a lower compression ratio. The lower ratio results in smaller forces on the pistons, pistons rod, crankshaft, and crankshaft bearings theoretically extending the life of the lower half of the engine. The high combustion temperatures associated with sparkignited engines negatively affect the upper half of the engine. Taken together, CNG engine should have similar life to that of diesels, which is approximately 300,000 miles.

Survey responses from transit authorities found modern CNG engines to be durable and reliable. Some transit authorities commented on the increased maintenance requirements due to the added components such as the spark plugs and ignition systems. Transit authorities' current concern with CNG buses is their higher curb weights. CNG buses weigh approximately 3,000 lbs. more than their diesel counterpart. The added weight is associated with the high-pressure cylinder storage tanks that make up the fuel storage system. Some transit authorities expressed concern that the added weight negatively affects the useful life of transit bus structures. Hence, while the engine life of CNG vehicles may be comparable to that of traditional diesel engines, the higher CNG engine weight may have negative useful life impacts on vehicle structures. The agency respondents stated that this has yet to be proven.

Diesel hybrid electric propulsion systems are the latest technology employed on transit buses. Hybrid propulsion systems feature a diesel engine, generator, electric traction motor, power electronics, and batteries. The batteries are capable of storing energy from regenerative braking and using it later to propel the bus. NYCT was the first transit authority to purchase diesel hybrid electric buses in 1998. Since that time, the technology has developed, additional suppliers have entered the market, and the technology has gained widespread acceptance. Diesel hybrid electric buses have proven successful in terms of reliability and maintainability, and the regenerative braking feature has significantly reduced brake maintenance.

Diesel hybrid electric propulsion systems have two issues that may impact bus useful life. The first issue is the life expectancy of the batteries. There are currently two battery types being used on transit buses—lead-acid and nickel metal hydrides. Neither is capable of meeting the minimum life expectancy of a transit bus; both will need to be replaced one or more times throughout the vehicle life cycle. Transit authorities will have to decide whether it makes economic sense to install new batteries at a significant expense into an older bus or retire and buy new. The second issue deals with weight. The weight of the batteries and associated components is approximately 1,500 pounds. While not as significant as the weight with CNG buses, the additional weight increases roof loads onto the structure and may impact useful life. Here again, the actual impact on vehicle useful life will not be known until these buses begin to reach their mid and later service years.

### **New Electronics Technologies**

Over the past decade, transit operators have added an ever-increasing number of new electronics technologies to their bus vehicles, including automatic vehicle location, automatic passenger counters, on-board cameras, vehicle diagnostics, adaptive signal timing and communication

control, voice annunciation and others. In many instances, agencies will not allow their buses to pullout for daily revenue service unless these systems are fully functioning (in some cases, for liability concerns). However, as each new technology is added to the bus, and as more of these technologies are deemed critical to service operations, the probability of one ore more technologies failing steadily increases, leading to a potential need for increased spare ratios. Of greater concern to agencies is the fact that the likelihood of these technologies failing is expected to increase further as vehicles age, leading to potentially serious fleet reliability issues for aging fleets (or an increased need for vehicle electronics overhauls after mid life). Once more, the ultimate impact on vehicle useful life will not be known until these technologies have been in service for many more years.

## **Life-Extending Practices**

Life-extending practices employed by transit authorities include the use of corrosion-resistant materials, preventative maintenance programs, and mid-life overhaul programs. Many transit authorities specify corrosion-resistant materials when procuring buses. These include the use of protected carbon steel and stainless steel. The interior of the tubes are treated with an interior rust inhibitor, while the undercarriage is also treated with an undercoating. Corrosion-resistant metals, rust inhibitors, and undercoating are imperative to ensuring a long useful life.

Similarly, preventative maintenance programs are key to ensuring minimum life requirements are satisfied. Operating buses with worn or bad suspension bushing, for example, increases the loads imparted into the bus's structure and ultimately shortens the useful life of the bus. Typical preventative maintenance programs might include a 3,000-mile minor mechanical and 12,000-mile major mechanical and inspection.

In addition to preventative maintenance programs, some of the nation's largest transit authorities perform mid-life overhauls after roughly seven years of service. The overhaul programs are extensive and result in the rebuilding or replacing of a majority of components on the bus. The work can be performed in-house or by an outside contractor. Transit authorities that engage in mid-life overhaul program typically extend the service life to 15 years.

#### **Vehicle Emissions**

An additional consideration with respect to bus and van useful life and FTA's minimum service-life requirements is vehicle emissions of nitrogen oxides (NOx) and particulate matter (PM). First, although it is difficult to obtain empirical data on the matter, it is generally believed that vehicle engines emissions gradually worsen over the life of the vehicle, as the condition of the engine continually declines (even with rebuilds). Second, and more importantly, emissions levels for new heavy-duty transit buses have been decreasing steadily over time, as newer, cleaner burning engines are developed (see **Figure 6-2**). Either way, it is clear that any reduction in actual vehicle service life (i.e., earlier fleet retirements) can help accelerate the replacement of older vehicles (and engines) with newer vehicles with cleaner burning engines yielding a clean air benefit to society. However, as has been noted many times throughout this report, FTA's current minimum life requirement is not binding for most transit operators—and hence, any relaxation of that requirement would not yield an appreciable reduction in transit fleet particulate

emissions. (See Financial Impact of Earlier or Later Bus Retirement in the next chapter, which estimates the small number of vehicles likely to be retired earlier with a reduction in FTA's minimum service-life requirements.) Moreover, it has not been shown that the benefits of this emissions reduction would offset the increased capital cost for accelerated vehicle replacement. Finally, even if more agencies were responsive to a reduction in FTA's minimum service-life requirements, the emissions benefit from accelerated retirement would be short-lived. As shown in Figure 6-2, new engines are now nearing zero-emissions levels for NOx and PM. Once all of the older, "dirtier" vehicles are retired, the benefit of accelerated retirement disappears.

**Heavy Duty Transit Buses:** NOx and PM Emissions by Model Year 25 0.45 0.40 20 0.35 NOx 0.30 NOx (g/mi) 15 PM 0.25 0.20 10 0.15 0.10 5 0.05 0.00

Figure 6-2

Source: California Air Resources Board, Urban Diesel Transit Bus Emissions Inventory

# **Vehicle Reliability**

The impact of age on a bus's useful life varied by transit agency and was primarily influenced by the agency's maintenance practices and service environment. While all agencies reported that buses became less reliable with age, it was noted that the extent of unreliability and deterioration could be controlled and/or mitigated by improved maintenance. In general, agencies that followed a rigorous preventative maintenance regime reported that they saw minimal deterioration of the bus over the 12-year expected life. Agencies that performed primarily corrective maintenance reported that older buses became less and less reliable and more and more expensive to maintain.

### **National Bus Condition Assessment**

From 1999 to 2002, FTA's Office of Budget and Policy completed a series of physical condition inspections for a large sample of U.S. transit buses. This study evaluated the physical condition of close to 900 transit buses and vans at more than 40 different transit properties. The purpose of these inspections was to develop bus vehicle decay curves to simulate the nation's current and future bus replacement needs within FTA's TERM.

The bus physical condition data collected for this effort provide valuable information on: (1) the expected physical condition of U.S. transit buses throughout the vehicle life cycle and (2) a clear understanding of how the physical condition of transit buses of the same age varies across bus models and transit properties. The results of this condition assessment provide a valuable means to understand both the consequences of the existing minimum service-life requirements (e.g., the expected physical condition of a 40-foot transit bus at age 12) as well as the consequences of changing that policy (e.g., how increasing or decreasing the minimum retirement age would impact the physical condition of the nation's bus transit fleets). This section provides an overview of FTA's bus condition assessment program and its findings as they relate to FTA's minimum life requirements.

#### National Bus Condition Assessment - Overview

The national bus condition assessment evaluated the current physical condition of 895 transit buses and vans located at 77 facilities from 43 different U.S. transit properties. In practice, each assessment consisted of a detailed on-site evaluation of the current physical condition of several vehicles of each sub-fleet located at each sample agency maintenance facility. For bus vehicles, the assessment included a detailed inspection of the vehicle's interior, exterior, chassis and understructure, and engine compartment. This visual inspection data was then combined with agency maintenance hours, road call, fluid analysis (e.g., oil sample), and other data to yield a comprehensive evaluation of each vehicle's overall physical condition.

The primary goal of the national bus condition assessment was to provide FTA with this "snap shot" of the current physical condition of the nation's bus fleet and related maintenance assets. This national condition evaluation is significant as it provides a critical measure of the quality and safety of transit service currently provided to the nation's bus riders. At the same time, by revealing the distribution of physical conditions of the nation's bus fleets (e.g., across vehicle ages), the assessment also provides a realistic basis for evaluating the nation's immediate vehicle and facility replacement needs. This analysis of the FTA service-life policy used this bus condition assessment to help establish an engineering basis to the minimum useful-life service measures of age and miles.

A secondary project goal for the national bus assessment was to develop improved asset decay curves of bus vehicles and bus facilities for FTA's TERM. TERM itself is designed to predict current physical conditions and long-term capital needs for the U.S. transit industry. Given these capabilities, TERM is also the primary analytical tool used by FTA to prepare its condition and needs estimates for the biennial U.S. DOT report to Congress. In developing those estimates, TERM uses statistical decay curves to model the life cycle of all transit asset types, including bus

vehicles and related facilities. These condition decay relationships were used in this contribution to the useful-life analysis.

Considerable care was taken to ensure that the vehicles and transit agencies included in the inspection process yielded a representative sample of the nation's bus fleet and agencies as a whole. This objective was achieved by first examining both the overall characteristics of the nation's bus fleets and related facilities and the prime determinants of the physical decay processes for these asset types (e.g., variations in passenger loadings, average miles per year per vehicle, and climate). The sample of assets for inspection was then selected to ensure a representative sample based on these national characteristics and one with sufficient data points to permit comprehensive statistical analysis of the asset decay process for buses and facilities. This representative sample is equally important to this engineering analysis of the useful life of buses and vans.

### **Overview of Key Results**

The national bus condition assessment yielded several significant results regarding the physical condition and asset decay characteristics of the nation's bus vehicles. These include the following:

- 1. The rate of decay for bus vehicles appears to fall into three distinct regimes over the asset life cycle—being highest over the first five years of revenue service, slowing markedly between the ages of 5 through 14, and then accelerating again as the vehicle approaches retirement. These observed regimes are consistent with the known service and rehabilitation practices of U.S. transit operators throughout a typical vehicle life cycle. In general, most transit agencies obtain their highest revenue mileage and conduct the least amount of rehabilitation activities over the initial years of vehicle revenue service (i.e., producing a high decay rate). Between the ages of 5 and 14 (approximately), vehicles see less revenue service and begin to undergo multiple, small rehabilitation activities—reducing the rate of decay. Finally, the value of maintaining a low-service vehicle approaching retirement declines continuously after the age of 14, leading to significant reductions in rehabilitation activity and, consequently, a rapid increase in the rate of decay.
- 2. On average, agencies pursuing aggressive preventive maintenance programs tended to experience lower overall maintenance costs, superior bus conditions (a lower rate of deterioration), and extended vehicle life. In contrast, agencies focused primarily on corrective maintenance tended to exhibit poorer overall conditions, higher maintenance costs, and higher vehicle failure rates.
- 3. Overall, the primary contributors to vehicle decay were high utilization rates, salt-related corrosion (highest in regions using road salt and/or adjacent to salt water), and weak preventive maintenance. Many vehicles also suffered from the effects of vandalism.
- 4. While the national condition inspections covered all bus and vehicle types, the inspection effort was concentrated on 12-year buses. Consequently, the data quality is highest for this vehicle type and much of the analysis that follows relate specifically to findings for the 12-year vehicle type.

### **Vehicle Condition Rating Criteria**

The condition rating criteria used in the bus condition engineering analysis is based on a five-value measurement of every detailed component and element within each bus (**Table 6-11**). The 1 to 5 condition rating scale used here is derived directly from that used by FTA to report asset conditions for all transit asset types at the national level. Every component was assessed in this process based on a detailed valuation description of the five measures for each component. These component condition ratings were subsequently entered into a national bus condition assessment database and the overall physical condition of that vehicle calculated as the weighted average of the condition ratings across all vehicle components. The component weights assigned for this calculation are equal to each component's estimated percentage contribution to the total life-cycle capital cost of the vehicle (including the component's purchase price, capital maintenance, and rehabilitation and replacement costs as applicable).

The condition assessment engineers observed a broad variation in the rate of vehicle decay across the transit agencies participating in the study. For example, on average, 40-foot buses were observed to take 8.4 years to decay from condition 5.0 ("excellent") to condition 3.0 ("adequate"). However, this decline took only 5.1 years for the lowest ranked operators included in the study. For the highest ranked operators, this decay process required 13.5 years—one year past the FTA's minimum retirement age.

Table 6-11 Vehicle Condition Rating System

Rating	Condition	Description	
5.0	Excellent	No visible defects, near new condition	
4.0	Good	Some (slightly) defective or deteriorated component(s)	
3.0	Adequate	Moderately defective or deteriorated component(s)	
2.0	Fair	Defective or deteriorated component(s) in need of replacement	
1.0	Poor	Critically damaged component(s) or in need of immediate repair	

#### **Bus Vehicle Conditions**

**Figure 6-3** provides a scatter plot of the observed vehicle conditions for the 895 transit buses and vans. Specifically, each point represents the weighted average condition value for a single vehicle based on the assessed condition of that vehicle's constituent components. As expected, vehicle conditions decline significantly over the life of the vehicle—starting in excellent condition (5) and deteriorating to marginal or poor condition (2 or 1 approximately) over a 10- to 20-year period.

<sup>&</sup>lt;sup>5</sup> For more information about the TERM model or details of the bus condition assessment process, please reference "Status of the Nation's Highways, Bridges, and Transit: Conditions and Performance" and the "Transit Economic Requirements Model Users Guide."

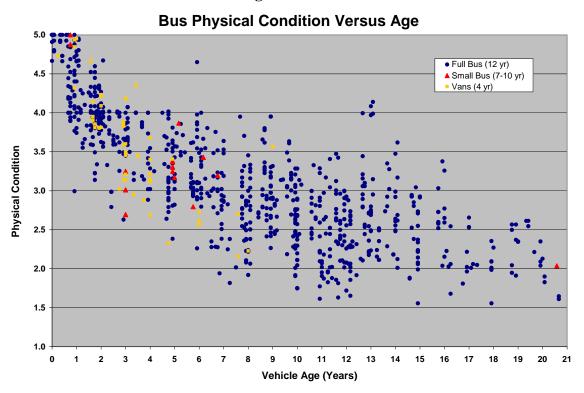


Figure 6-3

This figure also reveals broad variation in the *rate* at which vehicles deteriorate. For example, while most 12-year vehicles tend to remain in the good through excellent range (ratings 3.5 to 5) during the first two years of revenue service, several vehicles appear to fall quickly below this level. This rapid rate of decline was typically the result of very high service levels, high passenger loadings, accidents, and in a few instances vandalism. At the same time, many 12-year vehicles were in adequate (condition 3) or better condition well past the FTA's 12-year minimum retirement age. These well-preserved vehicles were typically the product of strong preventive maintenance programs, milder operating environments, and lighter duty cycles. Relatively few 12-year vehicles had an overall condition rating less than 2.0 (although many individual vehicle components were assigned a condition rating of 1). This result reflects transit agency reticence to place a vehicle in active service if it has deteriorated such that it represents a safety hazard, has poor reliability, or provides poor service quality.

### Implications for FTA's Minimum Service-life Policy: Part 1

For this review of FTA's minimum service-life policy, an overall vehicle condition rating of 2.0 means a reasonable floor beneath vehicles should not generally be permitted in service. In other words, an overall condition of 2.0 helps to establish a *maximum* replacement life point (not a *minimum*). By inference then, vehicles with ages equal to FTA's minimum retirement age (or mileage) should have overall condition ratings that are *greater* than 2.0. Specifically, this minimum retirement age should optimally occur after a vehicle type has declined below a condition rating of 3.0 (i.e., adequate) but before it reaches an overall condition of 2.0 (substandard).

## Average Vehicle Condition by Age: 12-Year Vehicles

**Figure 6-4** illustrates the change in average vehicle conditions by vehicle age for the full sample of 12-year vehicles once the scatter plot data presented above are "smoothed" to better capture the rate of vehicle decay for different bus populations.<sup>6</sup> Inspection of this smoothed average graph reveals several significant features. First, as expected, average vehicle physical conditions tend to decline as vehicle age increases. Second, the rate of decline is not constant, but varies over time. In particular, the rate of decline appears to fall into three distinct regimes over the asset life cycle—being highest from procurement through age 5 (approximately), slowing markedly from age 5 to 14, and then accelerating again after age 14. Finally, the rate of decline decreases slowly from year to year within each regime, appearing to follow an exponential decay process within each regime period.

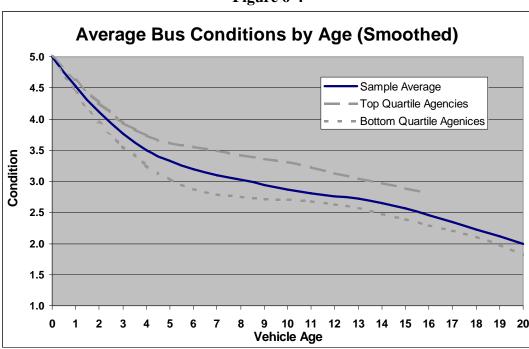


Figure 6-4

As shown in **Table 6-12**, the observed deterioration regimes are entirely consistent with the known service, maintenance, and rehabilitation practices of U.S. transit operators throughout a typical vehicle life cycle. In general, most transit agencies obtain the highest revenue mileage from bus vehicles during their initial years of service (ages zero through five approximately). During this period, the vehicles require the least maintenance and provide the highest quality service to transit patrons in terms of comfort, cleanliness, and reliability. The lower rate of

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<sup>&</sup>lt;sup>6</sup> Specifically, Figure 6-4 presents a smoothed average of the data points first presented in Figure 1-2. The smoothed average was calculated by first computing the observed average condition rating value at each vehicle age. These observed average age values were then "smoothed" such that the smoothed average value for age t was set equal to the observed average values for ages t, t-1 and t+1 (i.e., Smoothed Average<sub>Age t</sub> =  $1/3*{Average_{Age t-1}} + Average_{Age t} + Average_{Age t+1}}$ ).

capital maintenance and high rate of utilization combine to produce the highest rate of asset decay during this time period.

Table 6-12 12-Year Vehicle Decay Rate Regimes

Age Regime	Vehicle Ages	Rate of Decay	Agency Practices
"Like New"	0 to 5	Highest	<ul><li>High annual mileage</li><li>Minimal/no rehabilitation (near new condition)</li></ul>
"Mature"	5 to 14	Moderate	<ul> <li>Reduced annual mileage</li> <li>Significant rehabilitation activity (engine rebuilds, mid-life overhauls)</li> </ul>
"Old"	14 +	Moderate / Increasing	<ul> <li>Low annual mileage</li> <li>Significant reduction in maintenance and rehabilitation activity (nearing retirement—allowed to deteriorate)</li> </ul>

Between the ages of 5 and 14 (approximately), vehicles begin to undergo more or less continuous capital maintenance and rehabilitation—including engine and transmission rebuilds, upholstery replacement, exterior painting, and other component replacement activities. These capital maintenance activities occur regardless of whether there is an overhaul process or scheduled or unscheduled component replacements. Most agencies pursue these activities on an as-needed basis throughout this time period, with very few agencies conducting a more or less complete vehicle overhaul at a single point in time. Furthermore, the actual level of maintenance and rehabilitation pursued during this period varies widely across agencies.

During this period, a typical vehicle's overall condition rating will actually fluctuate up and down (e.g., pass above and then decay below the smoothed average line in Figure 6-3) as various rehabilitation activities are completed and the asset decay process begins again. Regardless of the level of rehabilitation pursued, these activities tend to reduce the rate of asset decay. At the same time, the level of annual service mileage derived from these vehicles tends to decrease over this period as operators focus service on newer fleet vehicles. The combined increase in rehabilitation activity and decrease in annual service miles serve to decrease the rate of vehicle decay. This emphasizes the necessity of rehabilitation activities, regardless of whether they are part of an overhaul program, scheduled in an organized replacement process, or completed as failures necessitate on an unscheduled basis (unusual). In addition, this pattern may support the exclusion of rehabilitation costs from a new federal reimbursable expense—an option that was considered in the initial hypotheses of potential service-life options.

Finally, most agencies begin to retire vehicles past the age of 12 or 14 years. As vehicles approach retirement, their annual miles of revenue service decrease significantly in favor of younger vehicles (tending to decrease the rate of asset decay). However, the value of fully maintaining a low-service vehicle approaching retirement declines continuously during this time period leading to significant reductions in rehabilitation activity and, consequently, a significant increase in the rate of vehicle decay. It should be noted, however, that several agencies operated vehicles in adequate (condition 3) or better condition well past the FTA's 12-year minimum retirement age. Service-life options in this extended-life time period (beyond 12 years) has very little interest based on historical usage experience.

#### Variation in Vehicle Decay Rates across Transit Agencies: 12-Year Vehicles

Figure 6-3 provides the upper and lower "bounds" demonstrating the (smoothed) average condition values for those sample agencies with the highest and lowest overall condition ratings. While these bounds do not fully explain the wide variation in 12-year vehicle conditions, they do point to significant differences in the rate of vehicle decay across U.S. transit operators (see Table 6-13).

Table 6-13
Average Number of Years to Attain Different Condition Ratings

Condition	Years t	Rating	
Rating	Bottom Quartile Agencies	Average	Top Quartile Agencies*
5.0	0.0	0.0	0.0
4.5	1.0	1.2	1.4
4.0	2.0	2.4	2.9
3.5	3.3	4.0	7.0
3.0	5.1	8.4	13.5
2.5	13.6	15.7	NA
2.0	18.9	20.0	NA

\*Note: None of the agencies with average fleet conditions ranking in the top quartile operated vehicles older than age 16.

For example, 12-year vehicles operated by the lowest ranked transit agencies typically decline from "Excellent" to "Good" (i.e., from condition rating 5 to 4) in only two years. However, for the highest ranked agencies, vehicles appear to decay more slowly and take an additional year to reach condition 4. Similarly, while vehicles operated by the lowest ranked operators typically take five years to decline to "Adequate" (condition 3), vehicles operated by the top ranked agencies do not attain this rating until after age 13, over one year past the FTA's minimum 12-year retirement age.

#### Implications for FTA's Minimum Service-life Policy: Part 2

The agency analysis presented above demonstrates that even the bottom quartile agencies can easily attain FTA's current 12-year minimum retirement age for 40-foot buses without concern for operating vehicles into the lower engineering condition values of 2.5 to 2.0. (As discussed above, an overall condition of 2.0 represents an overall vehicle condition that corresponds to the concept of a *maximum* retirement age or, better yet, a minimum acceptable service condition.) This implies that a lower minimum life option may not be necessary or appropriate, given the current bus design standards and operating conditions.

#### **Correlation with Vehicle Life-Cycle Cost Analysis**

Chapter 7 of this report reassesses the bus condition information considered here. There, the life-cycle cost analysis is used to identify financially optimal retirement ages for all transit bus and van vehicle types. The financially optimal retirement ages are then mapped to the corresponding

expected physical condition for vehicles of the optimal retirement age. This correlation of engineering condition and life-cycle cost analyses is intended to provide an *absolute* answer to the optimal retirement age question (based on financial considerations) combined with an understanding of the *physical condition implications* of the identified optimal age (including expected levels of service reliability, service quality, and vehicle safety).

#### **CHAPTER 7. LIFE-CYCLE COST ANALYSIS**

This chapter presents the results of a minimum life-cycle cost analysis of the useful life of transit buses and vans. This analysis considers all of the capital or non-recurring costs associated with vehicle acquisition, as well as the recurring costs of vehicle operations, maintenance, and rehabilitation. The objective of this analysis is to identify the point in the asset life cycle at which total life-cycle costs are at their lowest or are "minimized." From a financial perspective, the minimum life-cycle cost point represents the *optimal* vehicle retirement age. This minimum life-cycle cost analysis is presented first for the mainstay vehicle of the transit fleet—the 40-foot, heavy-duty, "12-year" bus. The process is then repeated for each of the other transit bus and van categories. Prior to presenting this analysis, the chapter first identifies several of the primary determinants to life-cycle costs and life expectancy (including annual vehicle mileage, average operating speed and agency rehabilitation practices) and then presents the full range of variation in these determinants across the nation's bus transit operators.

Later, towards the end of the chapter, the results of the life-cycle cost analysis are combined with the vehicle physical condition analysis from the last chapter. The objective is to provide the reader with some understanding of a vehicle's expected *physical* condition at the *financially* optimal retirement point (in other words, while the retirement point may be financially optimal, is the vehicle's physical condition still acceptable to riders and operators?). Finally, this chapter concludes with an analysis of the potential loss of ridership and related fare revenues associated with increasing failure rates of an aging fleet. Together, the combined results of these differing analytical perspectives (cost, physical condition, and failure rates) help define the optimal usefullife periods for each bus and van vehicle category.

#### **Data Sources and Caveats**

The cost and timing of rehabilitation activities used for the analysis were obtained from agencies and vehicle manufacturers that participated in the interview process for this study. However, the response rate for the cost data portion of the interview guide was low, with few agencies responding fully. Additional cost data were obtained from prior studies including a 2002 Booz Allen Hamilton analysis of 30 small and medium-sized bus operators in Illinois. While the data obtained are of good quality and reported costs are comparable across all data sources, the overall sample size is small. Future life-cycle studies may wish to improve on the statistical reliability of the analysis by devoting additional resources to expanded data collection and a larger sample size. Data on the average annual vehicle mileages were obtained from NTD.

# **Key Determinants of Life-Cycle Costs**

Life-cycle costs and vehicle life expectancy can vary significantly across transit operators, even for operators using the same vehicle type under similar vehicle maintenance regimes. Hence, it is important to consider these factors when conducting a life-cycle cost analysis intended to represent the experience of the nation's transit operators as a whole. Towards this end, this section identifies three key determinants of vehicle life-cycle costs (and life expectancies)—

annual vehicle mileage, average operating speed, and agency rehabilitation practices. The section then goes on to discuss how these determinants vary across the nation's transit fleets, providing the full range of experience that needs to be reflected in the life-cycle cost analysis. The analysis here is focused on the 12-year vehicle type, but was also completed for the 10-, 7-, 5-, and 4-year vehicle categories (see below).

#### Fleet Operating Conditions: Annual Mileage and Operating Speed

The rate of vehicle wear is determined by a variety of factors including annual mileage, average operating speed, and passenger loadings. In general, higher annual mileages increase the rate of vehicle deterioration. Similarly, decreasing bus operating speeds are typically an indication of heavier duty-cycles (more frequent stops and starts) leading to a reduced life expectancy for drive trains, brakes, and other vehicle components. Variations in annual mileages and operating speeds also have an impact on both the timing of fleet rehabilitation activities (e.g., drive train replacements) and annual operating and maintenance costs (higher annual mileage vehicles generally require higher maintenance and consume more fuel per mile than lower mileage vehicles of the same age). Hence, an effective analysis of vehicle life-cycle costs must consider the range of annual mileages and service operating speeds experienced by U.S. transit operators.

Figure 7-1 shows the distribution of annual vehicle mileages for 12-year transit buses based on 2004 NTD data. This chart shows a range of annual bus vehicle mileages, with most U.S. vehicles traveling between 25,000 and 45,000 miles each year. The average annual mileage across all of the nation's transit motor buses is just under 37,000 miles. The life-cycle cost analysis below will examine three specific annual vehicle mileage cases—25,000; 35,000; and 45,000 miles per year.

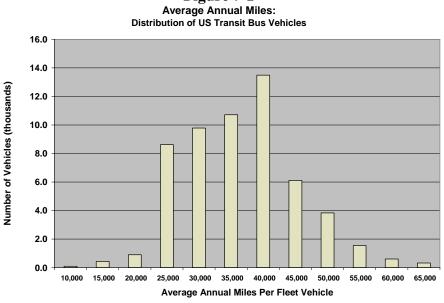


Figure 7-1

Average annual vehicle mileage tends to be highest during the earlier years of a vehicle's life (when utilization of the vehicle is highest), and then tends to decline as the vehicle ages (and is applied to lower demand routes). This characteristic is shown for the 12-year bus type in **Figure** 7-2. Once again, analysis of life-cycle costs needs to reflect natural variations in the rate of vehicle utilization throughout a vehicle's life to accurately determine the timing of rehabilitation activities.

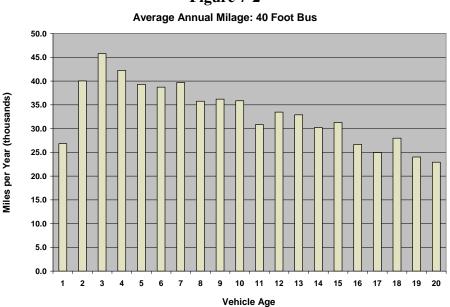
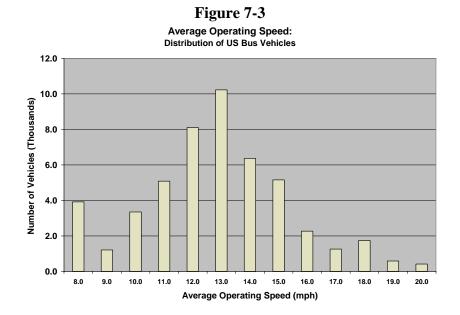


Figure 7-2

Finally, **Figure 7-3** shows the distribution of average operating speeds for 12-year transit buses. Based on this data, the average operating speed for 12-year transit buses is roughly 13 miles per hour with a range of between 8 and 20 miles per hour (although there is a small number of operators with average operation speeds outside of these boundaries). The life-cycle cost analysis presented below will utilize these minimum, maximum, and average operating speed values in defining the cost characteristics of the nation's fleets of 12-year vehicles. Similar bounds for annual vehicle mileage and operating speeds were developed for the life-cycle cost analyses of the 10-, 7-, 5-, and 4-year bus and van vehicle categories (see below). As noted earlier in this report, differences in average operating speed can be used as a proxy to account for differences in the total service *hours* (and the condition impacts of differences in hours) of transit vehicles with similar life-to-date service miles. (Note: Agencies can and do measure life-to-date vehicle mileage but currently have no means to measure life-to-date hours.)

#### Fleet Rehabilitation Practices

In addition to variations in annual vehicle mileages and mean operating speeds, transit agencies also employ differing life-cycle vehicle rehabilitation practices for their fleets. This analysis will consider two specific cases. The first case considers those agencies that undertake an extensive mid-life overhaul of their fleet vehicles. In addition to the typical drive train replacement (engine and transmission replacement, occurring every 250,000 miles on average), extensive overhauls also include some body work, exterior repainting, replacement of most or all interior upholstery, window and floor replacements, technology upgrades, etc. The practice of conducting major mid-life overhauls is typically confined to the nation's largest and highest ridership bus operators (e.g., New York City Transit, New Jersey Transit, and WMATA), but is relatively uncommon for most other operator sizes. Where utilized, major mid-life overalls of 12-year vehicles typically occur when the vehicle is six to seven years in age and are expected to provide several years of additional service life.



The second case considered here is intended to represent those operators that do not perform a major, coordinated mid-life overhaul (most of the nation's bus operators and roughly three-quarters of the nation's bus vehicle fleet). For these operators, replacement and rehabilitation of worn vehicle components is an ongoing, continuous process performed on an as-needed basis. In reality, there is likely a continuum of rehabilitation practices between these two extremes. However, examination of these two limiting cases will effectively convey the relevant range of life-cycle cost issues between them.

# **Life-Cycle Cost Analysis**

The preceding analysis is intended to provide an understanding of the range of operating characteristics and rehabilitation practices that together are believed to drive differences in lifecycle costs and vehicle life expectancy across the nation's transit operators. Using that analysis, this section develops a detailed life-cycle cost analysis of the 12-year, 40-foot vehicles that constitute the bulk of the nation's bus transit fleets. This analysis is then used to identify that point in the vehicle life cycle when the sum total of all annualized costs (capital, operating, maintenance, and rehabilitation) is minimized. This minimum life-cycle cost point represents a financially optimal age to retire and replace a vehicle, in effect providing a measure of "economic useful life" (as distinguished from an engineering useful life or other measure). As expected, the point at which life-cycle costs are minimized can vary appreciably given differences in annual mileages, average operating speeds, and rehabilitation practices.

Specifically, this analysis considers the following life-cycle costs:

- Acquisition Cost and Disposal Value: This includes purchase cost plus related procurement costs as well as the expected sale price or scrap value of the used vehicle.
- Expected Component Replacements and Mid-Life Overhaul Costs: This includes the cost of all expected component replacements and rebuilds naturally occurring over the life of a vehicle (e.g., drive train rebuild) as well as the cost of any additional planned mid-life overhaul activities (if any). These costs are oriented toward the larger component replacement, rebuild, or rehabilitation needs and exclude the cost of minor vehicle repairs. Examples include:
  - Engine and transmission rebuilds
  - Other expected component replacements (e.g., brakes, tires, batteries, suspension, etc.)
  - Mid-life overhaul costs (e.g., repainting; replacement of flooring, upholstery, windows; body work; etc.)
- Operating and Maintenance Costs: This includes the cost of fuel, preventative maintenance programs, and all labor and parts for minor repairs as required to maintain vehicles in good working order.

The following sub-sections provide an analysis of the expected annual cost of these different cost types throughout the vehicle life cycle, beginning with a discussion of expected component replacement and mid-life overhaul costs.

#### **Expected Component Replacement and Mid-Life Overhaul Costs**

**Figure 7-4** presents the distribution of expected major component replacement and mid-life overhaul costs over a potential 20-year life cycle for a 40-foot transit bus (hence it excludes the cost of vehicle acquisition and all other vehicle operating and maintenance costs). The chart assumes a vehicle that averages 35,000 miles per year over the full life cycle. The chart also considers the two cases of: (1) those agencies that complete an extensive mid-life overhaul and (2) those agencies that do not complete a mid-life rebuild but carry out their major component replacements on a continuous, as-needed basis. The analysis also assumes that the number of times a given replacement/rebuild activity is performed depends on the vehicle's age at the time of retirement. For example, if engine rebuilds occur on roughly a six-year cycle (every 210,000 miles), then this activity will occur once for a vehicle retired before 12 years, twice for a vehicle retired before 18 years, and 3 times for a vehicle retired at age 20 or later. Similarly, it is assumed that agencies currently pursuing a major mid-life rebuild program at vehicle age 7 (for example) would want to repeat the process again at age 14 if the vehicle was expected to operate well past that age.

In reviewing Figure 7-4, it is easy to identify the timing of major vehicle replacement activities. In particular, the timing of the 7-year major mid-life overhaul (and its potential repetition at age 14) stands out clearly. These investments include the cost of engine and transmission rebuilds, repainting, significant rehab and replacement of vehicle interiors (flooring, upholstery, and windows), bodywork as needed, some electrical work, and other upgrades. In contrast, the mid-life peaks for those agencies that do not perform a major mid-life overhaul are significantly

lower (fewer rehab activities equate to lower costs) but also have higher cost peaks for the intervening years (as some replacement activities tend to be more spread out). The smaller peaks primarily represent replacement of those components having shorter expected lives including tires, brakes, and batteries.

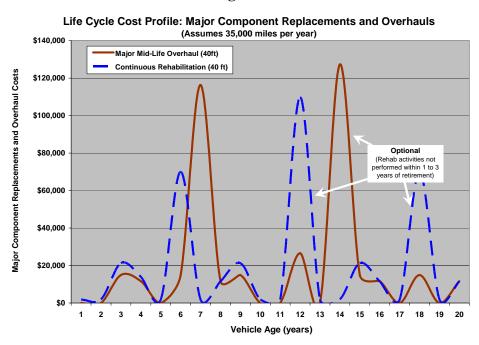


Figure 7-4

From the viewpoint of evaluating FTA's service-life policy, the key point to note is that, whether or not an agency conducts a major mid-life overhaul, there are major cost cycles that are repeated throughout a vehicle's life cycle, which are roughly concurrent with drive-train rebuilds (e.g., the cost peaks at roughly ages 6 to 7 and 12 to 14 in Figure 7-4). These major cycles help guide agency rehab-replacement decisions—specifically, agencies will only complete a major vehicle rehabilitation initiative if they intend to keep that vehicle in service for at least three to five years after these improvements have been made. For example, in the case of a heavy-duty vehicle approaching 12 years in age, an agency will only reinvest in that vehicle (e.g., rebuild/replace the engine and transmission) if the agency intends to obtain an additional three to five years of revenue service from that vehicle. Otherwise, these rehabilitation activities will be avoided (to save cost) and the vehicle will be retired *after* the minimum retirement requirements have been satisfied. To summarize, vehicle rehab and replacement decisions are determined by the timing of the vehicle's major reinvestment cycles, with the timing of these cycles determined by annual vehicle mileage, average operating speed and environment, and agency maintenance practices.

#### Minimum Life-Cycle Cost Analysis

Figure 7-4 above profiles the expected annual expenditures on component replacements and midlife overhaul activities for heavy-duty vehicles for each year in the asset life cycle (including several years beyond the industry average retirement ages). In contrast, the objective of this analysis is to identify that point in the asset life cycle at which the annualized value of all lifecycle costs—including acquisition costs, component replacement costs, mid-life overhaul costs, and operations and maintenance (O&M) costs—are minimized. This minimum life-cycle cost analysis is depicted graphically in Figure 7-5. Specifically, the cost values in this chart provide a measure of the average cost of ownership for a 40-foot vehicle at each vehicle age. For example, if a heavy-duty vehicle were retired at age 5, the annualized cost would be roughly \$115,000 (at that point, regardless of whether the owner agency performs a mid-life rehab or not). Somewhere between the ages of 8 and 10, this annualized cost drops below \$100,000, reaching a cost minimum around a vehicle age of 14.

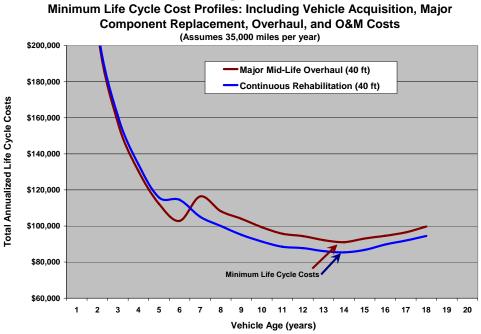


Figure 7-5

The determinants for the shape of the cost curve in Figure 7-5, including the "U" shaped minimum, are as follows. First, as the number of years of ownership increase, a vehicle's acquisition cost becomes spread over an increasing number of years, thus reducing the average annualized capital cost of ownership. It is this decreasing annualized capital cost (the largest of all vehicle life-cycle costs), that accounts for the downward sloping curve through age 14. At the same time, increasing vehicle age is also accompanied by increasing operating and maintenance costs (vehicles require more frequent repairs as they age), an effect that is captured by the slow rise in costs that becomes apparent in this chart after vehicle age 14. (Note: At age 14 in this chart, the savings from spreading capital costs over a greater number of service years is overtaken by the increase in annual O&M costs.) Together, the combined impacts of decreasing annualized capital costs and increasing operating costs as vehicle age increases, yields a "U" shaped curve with a cost minimum. Finally, the bumps in this curve around ages six and seven

<sup>&</sup>lt;sup>7</sup> More precisely, annualized cost is not the actual cost divided by the number of years of service (e.g., acquisition cost / vehicle age). Rather, annualized cost represents the stream of annual payments the net present value of which are equivalent to the initial investment cost. Specifically, the annualized cost of the vehicle acquisition cost for any age is given by  $(Acquisition\ Cost\ )*(i/(1-(1+i)^{-(Vehicle\ Age\ )}))$ 

capture the cost of major component replacement and overhaul activities (e.g., drive train replacement), costs that become less apparent at later vehicle ages as they are also spread over an increasing number of years of service.

This brief discussion is intended to provide a high-level overview of the application of minimum life cycle analysis to transit buses and vans. A more detailed explanation and analysis can be found in Appendix D (minimum life-cycle cost methodology), Appendix E (details of the life-cycle cost analysis for heavy-duty vehicles), and Appendix F (transit vehicle life-cycle cost data).

#### Minimum Life-Cycle Cost Analysis Results: 40-Foot Buses

Table 7-1. Each row provides the age and mileage at which the minimum life-cycle cost point is reached depending on (1) the average annual vehicle mileage and (2) whether or not the vehicle undergoes agency performs a major mid-life overhaul (versus "continuous rehabilitation"). For each of these six cases, the minimum life-cycle cost is attained at or after the current FTA 12-year minimum (see below). For the single case where the cost minimum occurs right at the 12-year age (i.e., vehicles with 45,000 annual miles), the cost minimum is attained at 540,000 miles, thus exceeding the 500,000-mile minimum requirement. Recall here that the average annual vehicle mileage for 40-foot buses is just over 35,000 miles.

Table 7-1
Minimum Life-Cycle Cost Replacement Ages: 40-Foot, 12-Year/500,000-Mile Bus

Annual Vehicle		Performs: Life Overhaul	Agency Performs: Continuous Vehicle Rehabilitation	
Mileage	Minimum Life- Cycle Cost Age	Minimum Life- Cycle Cost Mileage	Minimum Life- Cycle Cost Age	Minimum Life-Cycle Cost Mileage
25,000	16	400,000	17	425,000
35,000	14	490,000	14	490,000
45,000	12	540,000	12	540,000

The analysis in Table 7-1 considers the minimum life-cycle cost for three specific annual vehicle mileages—25,000; 35,000 (the national average); and 45,000 annual vehicle miles. **Figure 7-6** provides the ages and life-to-date mileages at which life-cycle costs are minimized for vehicles traveling between 20,000 and 70,000 miles annually. The solid bars and left-side axis present the ages at which life-cycle costs are minimized for this range of annual vehicle mileages. The solid line and right-hand axis present the life-to-date mileages at which life-cycle costs are minimized.

Review of Figure 7-6 suggests that, from a cost-effectiveness perspective, FTA's current retirement minimums (for large buses) of 12 years or 500,000 miles represent reasonable choices. For *all* annual vehicle mileages, the minimum cost point is attained at either an age or mileage that exceeds one or both of the FTA minimums for these measures. In all cases, the difference between one and both of the current FTA minimum requirements also provides some

margin for the early retirement of vehicles with reliability problems. For example, vehicles traveling an average of 40,000 miles per year could reach their cost minimums at age 13 and a LTD (life to date) mileage of 520,000 miles. Hence, this provides a "margin" of one year or 20,000 miles of optimal service beyond the FTA minimum for an average vehicle or the option to reduce service life by these amounts for less reliable vehicles. Moreover, this difference between the 12-year and 500,000-mile minimum is smallest (while still providing a meaningful early retirement margin) for vehicles that average between 30,000 and 45,000 miles of travel per year. Together, these vehicles account for more than 70 percent of the nation's large buses.

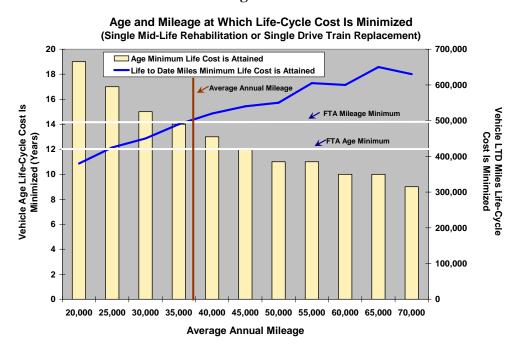


Figure 7-6

# Other Bus and Van Types

The preceding analysis has focused entirely on the life-cycle cost attributes of a standard 12-year, 40-foot bus. This section provides a summary analysis of all remaining bus and van types (with their current FTA retirement minimums) including:

- Articulated buses (12-year; 500,000-LTD-mile minimum)
- Heavy-duty, small buses (10-year; 350,000-LTD-mile minimum)
- Medium-duty, small buses (7-year; 200,000-LTD-mile minimum)
- Light-duty, mid-size buses and vans (5-year; 150,000-LTD-mile minimum)
- Light-duty, small buses and vans (4-year; 100,000-LTD-mile minimum).

This analysis is founded on both data collected for this study as well as data available from similar analyses (including an analysis of small and medium-sized bus operators located in downstate Illinois). Again, while these data sources have provided good, quality vehicle

purchase and rehabilitation cost data, the sources lack depth. It is recommended that future useful-life studies devote increased resources to ensure a more robust data sample.

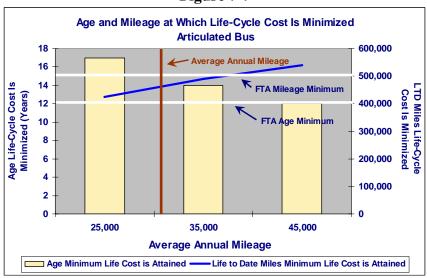
#### **Articulated Buses**

**Table 7-2** presents the ages and LTD mileages at which life-cycle costs for articulated buses reach their minimum. Here, each row provides the age and mileage at which the minimum life-cycle cost point is reached depending on the average annual vehicle mileage and on whether or not the agency performs a major mid-life overhaul (versus "continuous rehabilitation"). Overall, the minimum cost ages and mileages as well as the optimal overhaul/rebuild assumptions are the same for articulated buses as that found for 40-foot buses.

Table 7-2 Articulated Bus (60 Foot) – Minimum Life-Cycle Cost Replacement Ages

Annual	Agency Performs:  Major Mid-Life Overhaul		Agency Performs: Continuous Vehicle Rehabilitation	
Vehicle Mileage	Minimum Life- Cycle Cost Age	Minimum Life- Cycle Cost Mileage	Minimum Life- Cycle Cost Age	Minimum Life- Cycle Cost Mileage
25,000	19	475,000	17	425,000
35,000	14	490,000	14	490,000
45,000	12	540,000	12	540,000

Figure 7-7



**Figure 7-7** charts the results from Table 7-2 along with the current FTA minimum age and mileage requirements. This chart suggests that FTA's current age and mileage minimums are appropriate when assessed from the viewpoint of minimizing total life-cycle costs. This is based on the fact that: (1) all vehicles, regardless of annual average mileage, attain their minimum life-cycle point at an age or LTD mileage that exceeds the existing FTA minimums and (2) in all

cases, the current FTA age and mileage minimums provide a margin for early retirement of problem vehicles (i.e., vehicles with above average expenses and/or reliability issues). Note that the national average annual mileage for U.S. articulated buses is 31,900 miles per year.

#### Heavy-Duty, Small Buses (10-year; 350,000-LTD-mile minimum)

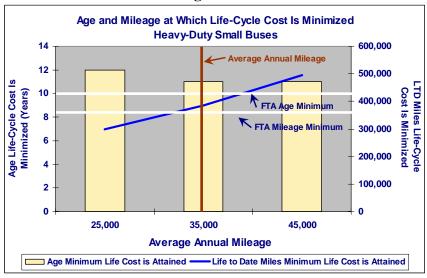
**Table 7-3** presents the ages and LTD mileages at which life-cycle costs for small, heavy-duty buses reach their minimum. Similarly, **Figure 7-8** charts the results from Table 7-3 along with the current FTA minimum age and mileage requirements. This analysis again suggests that FTA's current age and mileage minimums are appropriate when assessed from the viewpoint of minimizing total life-cycle costs. Again, all vehicles, regardless of annual average mileage, attain their minimum life-cycle point at an age and/or LTD mileage that exceeds the existing FTA minimums, and in all cases, the current FTA age and mileage minimums provide a margin for early retirement of problem vehicles. The national average annual mileage for U.S. heavy-duty, small buses is 35,400 miles per year.

Table 7-3 10-Year, Heavy-Duty, Small Bus – Minimum Life-Cycle Cost Replacement Ages

Annual Vehicle	Agency Performs: Continuous Vehicle Rehabilitation			
Mileage	Minimum Cost Age	Minimum Cost Mileage	Full Drive Train Replacement?*	
25,000	12	300,000	No	
35,000	11	385,000	Yes	
45,000	11	495,000	Yes	

<sup>\*</sup> The analysis selects the minimum cost age and mileage for that drive train replacement option (i.e., replace or do not replace) that provides the lowest minimum total life-cycle cost.

Figure 7-8



#### **Medium-Duty, Small Buses** (7-year; 200,000-LTD-mile minimum)

**Table 7-4** presents the ages and LTD mileages at which life-cycle costs for small, medium-duty buses reach their minimum, while **Figure 7-9** charts these results along with the current FTA minimum age and mileage requirements. As with the larger vehicle types, this analysis finds that: (1) all vehicles, regardless of annual average mileage, attain their minimum life-cycle point at an age and/or LTD mileage that exceeds the existing FTA minimums, and (2) in all cases, the current FTA age and mileage minimums provide a margin for early retirement of problem vehicles.

Table 7-4
7-Year, Medium-Duty, Small Bus –
Minimum Life-Cycle Cost Replacement Points

Annual	Conti	litation	
Vehicle Mileage	Minimum Cost Age	Minimum Cost Mileage	Full Drive Train Replacement?*
25,000	9	225,000	No
35,000	8	280,000	Yes
45,000	7	315,000	Yes

<sup>\*</sup> The analysis selects the minimum cost age and mileage for the drive train replacement option (i.e., replace or do not replace) that provides the lowest minimum total life-cycle cost.

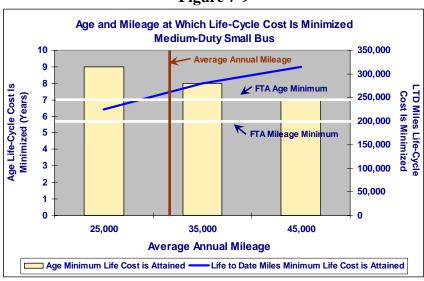


Figure 7-9

One difference here is the fact that minimum life-cycle cost points for all three of the annual vehicle mileage groupings considered here (25,000; 35,000; and 45,000 miles per year) meet or exceed *both* the current FTA minimum age requirement and the current minimum LTD mileage requirement. Despite this observation, there does not appear to be significant justification for revising the existing FTA minimums (i.e., using minimum life-cycle cost as a criterion). The national average annual mileage for medium-duty, small buses is 32,800 miles per year.

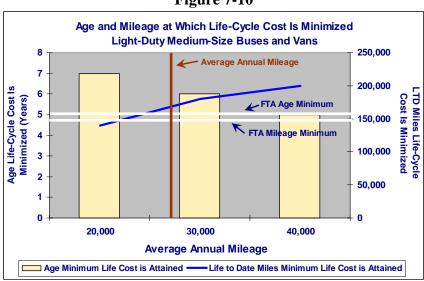
#### Light-Duty, Mid-Size Buses and Vans (5-year; 150,000-LTD-mile minimum)

**Table 7-5** presents the ages and LTD mileages at which life-cycle costs for light-duty, mid-size buses and vans reach their minimum, while **Figure 7-10** charts the results for these vehicles along with their current FTA minimum age and mileage requirements. (Note here that the annual vehicle miles of travel groupings have all dropped by 5,000 miles as compared to the prior charts, reflecting the lower average annual mileages for light-duty vehicle types.)

Table 7-5 5-Year, Light-Duty, Mid-Size Buses and Vans – Minimum Life-Cycle Cost Replacement Points

Annual	Conti	litation	
Vehicle Mileage	Minimum Cost Age	Minimum Cost Mileage	Full Drive Train Replacement?*
20,000	7	140,000	No
30,000	6	180,000	No
40,000	5	200,000	No

<sup>\*</sup> This analysis selects the minimum cost age and mileage for the drive train replacement option (i.e., replace or do not replace) that provides the lowest minimum total life-cycle cost.



**Figure 7-10** 

As before, this analysis finds that: (1) all vehicles, regardless of annual average mileage, attain their minimum life-cycle point at an age and/or LTD mileage that exceeds the existing FTA minimums, and (2) in all cases, the current FTA age and mileage minimums provide a margin for early retirement of problem vehicles. Compared to the vehicle types considered above, one difference here is that the minimum cost ages and mileages for all vehicle types (based on this analysis) are associated with the scenario where there is no engine replacement over the life of

the vehicle (in contrast, for the vehicle types considered above, the lowest life-cycle cost points for vehicles with average and higher annual mileages were associated with the full drive-train replacement option). The national average annual mileage for light-duty, mid-size buses and vans is 29,500 miles per year.

#### Light-Duty, Small Buses and Vans (4-year; 100,000-LTD-mile minimum)

**Table 7-6** presents the ages and LTD mileages at which life-cycle costs for light-duty small buses and vans reach their minimum, while **Figure 7-11** charts this information along with the FTA minimum age and mileage requirements. Again, this analysis finds that: (1) all vehicles, regardless of annual average mileage, attain their minimum life-cycle point at an age and/or LTD mileage that exceeds the existing FTA minimums, and (2) in all cases, the current FTA age and mileage minimums provide a margin for early retirement of problem vehicles. Each of the three vehicle mileage examples (20,000; 30,000; and 40,000 per year) has minimum life-cycle cost mileages that exceed the FTA minimum retirement requirement of 100,000 LTD miles. The national average annual mileage for light-duty, small buses and vans is 28,500 miles per year.

Table 7-6
4-Year, Light-Duty, Small Buses and Vans –
Minimum Life-Cycle Cost Replacement Points

Annual	al Agency Performs: Continuous Vehicle Rehabilitation				
Vehicle Mileage	Minimum Cost Age	Minimum Cost Mileage	Full Drive Train Replacement?*		
20,000	6	120,000	No		
30,000	5	150,000	No		
40,000	4	160,000	No		

<sup>\*</sup> This analysis selects the minimum cost age and mileage for that drive-train replacement option (i.e., replace or do not replace) that provides the lowest minimum total life-cycle cost.

Age and Mileage at Which Life-Cycle Cost Is Minimized Light-Duty Small-Size Buses and Vans 200,000 **Average Annual Mileage** 180,000 6 160,000 Age Life-Cycle Cost Is Minimized (Years) 140,000 FTA Age Minimum 120.000 100.000 3 80,000 FTA Mile ige Minimum 60,000 40.000 20,000 0 20,000 30.000 40,000 **Average Annual Mileage** Age Minimum Life Cost is Attained Life to Date Miles Minimum Life Cost is Attained

Figure 7-11

# Life-Cycle Cost Analyses of Changes to FTA's Service-life Policy

In addition to identifying the financially optimal retirement point for each bus and van category, a related study objective was to consider other potential financial implications of or changes to FTA's minimum service-life policy. Specifically, this includes finding answers to the following questions:

- How would an increase or decrease in FTA's minimum service-life requirements impact transit industry finances, including annual replacement expenditures and agency operating costs?
- How does the continuing addition of new technologies affect the financially optimal useful life?

The following sub-sections consider each of these questions.

# Financial Impacts of More and Less Frequent Bus Replacement: Industry Perspective

This sub-section seeks to answer the first question from the perspective of the transit industry as a whole. Specifically, how would an increase or decrease in FTA's minimum service-life requirements affect vehicle replacement at the industry level? The analysis first considers the case of a two-year reduction in the FTA minimum service-life requirements for large, heavy-duty, buses (i.e., from 12 to 10 years), and then repeats this analysis for a two-year increase in the minimum age requirements for that vehicle type (from 12 to 14 years). The impact of these changes from the agency perspective is considered in the next sub-section.

#### Reduction in Minimum Life from 12 to 10 Years

As discussed in prior sections of this report, very few of the nation's transit operators are likely to reduce their current vehicle retirement ages if FTA were to reduce the current retirement minimums by one or two years. This is because the vast majority of the nation's operators retire their heavy-duty buses two to four years after the retirement minimums have been reached due to financial constraints. Hence, any reduction in FTA's minimum useful life would only impact those few operators whose retirement decisions are in fact constrained by the existing service-life policy, and the resulting industry-wide cost impact of that change would be very small.

To emphasize this point, refer back to Figure 4-1. Based on the analysis presented there, roughly 6 percent and potentially as much as 10 percent of all retirements for heavy-duty buses occur right at vehicle age 12. This translates to an average of roughly 200 to 300 vehicle retirements per year for which the time of retirement is potentially constrained by FTA's minimum life requirements. Suppose now that the minimum retirement age for heavy-duty buses was reduced two years (i.e., from 12 to 10 years). Assuming that *all* vehicles currently retired right at the current 12-year minimum shifted to the new 10-year minimum (an unlikely event as some of these operators will also face funding constraints or state and local minimum life requirements), then the long-term average annual replacement rates for these operators would increase from 200 to 300 vehicles annually to 240 to 360 vehicles annually, an increase of 40 to 60 additional

vehicles per year. 8 Given that deliveries of new buses have averaged roughly 3,000 per year over the past decade, and the industry's estimated total vehicle production capacity of 7,500 to 10,000 vehicles, the addition of 40 to 60 additional new vehicles resulting from a two-year reduction in the heavy-duty vehicle minimum life requirement is far from significant.

#### **Increase in Minimum Life from 12 to 14 Years**

In contrast, an increase in the minimum retirement age would force about 825 annual vehicle retirements (roughly 20 percent of the total) to be postponed by one or two years. Assuming that all vehicles currently retired at age 12 or 13 would now be retired at the new 14-year minimum, the long-term average annual replacement rates for these operators would decrease from roughly 825 vehicles annually to roughly 700 vehicles annually, a decrease of 125 vehicles per year. Once again, the impact of this change on an industry that delivers roughly 3,000 per year is not significant. It is critical to understand, however, if the minimum life were extended past 14 years of age (e.g., to ages 15, 16 or more), the impact on the industry would quickly become very significant, particularly for vehicle manufacturers.

## Financial Impacts of More and Less Frequent Bus Replacement: Agency **Perspective**

Consider the impact now from the viewpoint of an individual transit operator that currently retires its vehicles at 12 years of age and would reduce that retirement age to 10 years if permitted by FTA policy. Here, earlier vehicle retirement would increase that agency's vehiclerelated capital costs but would also reduce the agency's operating costs (as newer vehicles require less maintenance). What then would be the net impact of this two-year reduction in FTA's replacement age minimum for operators of this type? **Table 7-7** answers this question using the life-cycle cost analysis discussed in the preceding sections of this chapter. Specifically, this analysis shows the annualized costs of capital and major component replacement costs and operating and maintenance costs for retirement at ages 12 and 10, and the differences in these costs. As expected, earlier retirement increases annualized capital and component costs and decreases annualized operating costs. The net impact is a \$3,600 increase in annualized costs from retiring at age 10 versus age 12. Roughly speaking, this implies that the total annual cost of vehicle operations—including capital, major component replacement and O&M costs (and taking discounting into effect)—would be roughly \$3,600 higher for agencies retiring their vehicles at age 10 than for those retiring their vehicles at age 12. This amounts to more than a four percent increase in annual vehicle-related costs.

<sup>&</sup>lt;sup>8</sup> This analysis excludes the initial "bump" in vehicle replacements of roughly 400 to 600 vehicles that would occur in the first year the policy took effect.

This analysis excludes the initial postponement of roughly 800 or more vehicles that would occur in the first two years the

policy took effect.

Table 7-7
Annualized Vehicle Costs – Large, Heavy-Duty Bus:
Per Vehicle Impact of Reducing Vehicle Retirement Age from 12 to 10 Years

Cost Element	Annualized Costs for Retirement at:		
Cost Element	Age 12	Age 10	Change
Capital Costs and Major Component Replacement Costs	\$60,700	\$66,300	+ \$5,600
Operating and Maintenance Costs	\$27,000	\$25,000	- \$2,000
Total	\$87,700	\$91,300	+ \$3,600

Assumes vehicle averaging 35,000 miles per year.

What then would be the impact of increasing the minimum retirement age for heavy-duty vehicles from 12 to 14 years (for example)? The answer to this question is addressed in **Table 7-8**. Later retirement decreases annualized capital and component costs and increases annualized operating costs. The net impact is a \$2,800 *decrease* in annualized costs from retiring at age 14 versus age 12. Roughly speaking, this implies that the total annual cost of vehicle operations would be roughly \$2,800 lower for agencies retiring their vehicles at age 14 than for those retiring their vehicles at age 12. This amounts to more than a three-percent drop in annual vehicle-related costs.

Table 7-8
Annualized Vehicle Costs – Large, Heavy-Duty Bus:
Per Vehicle Impact of Increasing Vehicle Retirement Age From 12 to 14 Years

Cost Element	Annualized Costs for Retirement at:		
COSt Element	Age 12	Age 14	Change
Capital Costs and Major Component Replacement Costs	\$60,700	\$55,700	- \$5,000
Operating and Maintenance Costs	\$27,000	\$29,200	+ \$2,100
Total	\$87,700	\$84,900	- \$2,800

Assumes vehicle averaging 35,000 miles per year.

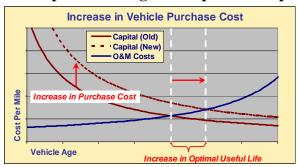
# Impact of New Bus Technologies on the Financially Optimal Retirement Age

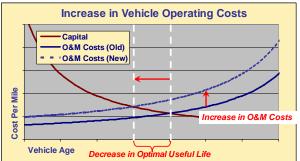
The next question to be addressed is: How does the continuing addition of new technologies affect the financially optimal useful life? In considering this question, it is important to understand that any increase in vehicle capital costs will tend to increase the financially optimal retirement age, while any increase in operating and maintenance costs will tend to decrease the optimal retirement age. The net change depends on which of these two impacts is larger. This interaction is presented in **Figure 7-12**.

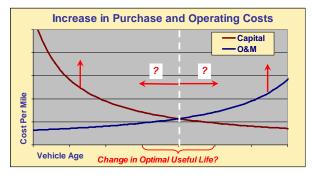
With respect to new technologies such as AVL, APCs, voice annunciation, security cameras, and collision avoidance systems, the increase in vehicle purchase price is dependent on which specific technologies are included in a new bus specification. Adding most or all of these components can be expected to increase the price of the bus by roughly \$30,000 to \$50,000. Assuming these technology components have life cycles comparable to that of the bus itself yields a roughly 10-percent to 15-percent increase in the annualized vehicle capital cost. In the absence of any change to operating costs, the life-cycle analysis shows that this increase does *not* 

impact the optimal vehicle retirement age. In fact, vehicle capital cost needs to increase by up to \$200,000 to alter the financially optimal retirement age by even one year (upward)<sup>10</sup>.

Figure 7-12
Impact of Changes in Capital and Operating Costs on Minimum Life-Cycle Cost







Similarly, operators investing in these new technologies now anticipate increased costs to maintain these new systems (either directly by operator staff or through vendor maintenance agreements). Even if it is assumed that these costs add 20 percent to annual vehicle O&M costs (a rather conservative assumption), there is still no impact on the optimal retirement ages identified earlier in this chapter. However, the key unknown in this analysis is how these operating costs change with time. Most agencies anticipate that these new technologies will begin to fail at an increasing rate as the vehicle approaches 12 or more years of revenue service. With multiple systems in place, these failures may have significant impacts on an agency's ability to make their peak-period pullout requirements. However, none of these systems has been in place for a sufficiently long time to have reliable cost data for these systems at the more advanced bus ages (i.e., age 12 or higher). It can be noted, however, that based on the cost analysis performed for this study, vehicle O&M costs would need to increase by more than one-third before the cost impact of these new technologies would alter the financially optimal retirement age by even one year (downward).

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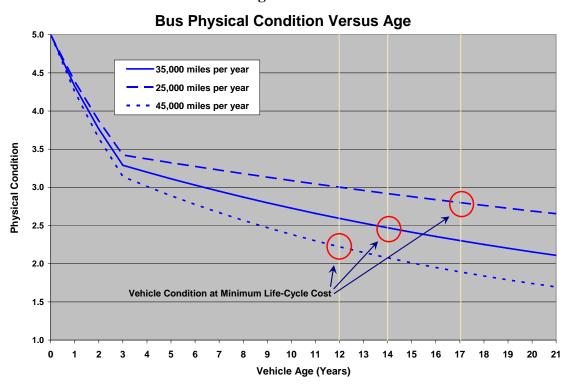
<sup>&</sup>lt;sup>10</sup> This because of the very flat shape of the annualized capital cost curve.

# **Vehicle Physical Condition versus Minimum Cost Retirement Age**

### Heavy-Duty, Large Buses

The analysis above considers the point in the asset life cycle at which annualized life-cycle costs are minimized. This provides an assessment of useful life based entirely on cost effectiveness, and hence without reference to vehicle condition or quality of service. In contrast to this approach, **Figure 7-13** presents measures of vehicle physical condition (and by association, vehicle quality of service, "esthetic quality," reliability, and potentially safety) as a function of vehicle age for medium- to large-size transit buses (i.e., 35 to 60 feet). This bus condition-decay curve was developed for FTA's TERM model, and the details of this process were presented at the end of the last chapter. The scale ranges from a perfect score of 5.0 (excellent) to 4.0 (good), 3.0 (adequate), 2.0 (substandard), and 1.0 (poor). In practice, most agencies retire their large buses somewhere between the conditions 2.0 to 3.0.

Within Figure 7-13, the solid center line represents the average physical condition of vehicles with roughly 35,000 in annual mileage (and average maintenance practices). The upper line represents the projected condition of vehicles with lesser mileage (25,000 miles per year), while the lower dotted line represents those with above-average mileage (45,000 miles per year). Unlike the minimum life-cycle cost analysis above, there is no obvious point at which vehicles should be retired. Rather, vehicle decay is a gradual decline in physical condition where the selection of a specific retirement point is necessarily arbitrary.



**Figure 7-13** 

However, when the minimum life-cycle ages are plotted on Figure 7-13 (as red circles), these retirement points are located at reasonable condition values—after vehicle condition begins to decline below "adequate" (3.0), but before the vehicle attains the "substandard" designation (2.0). The lower condition value for vehicles with higher mileages (i.e., condition of the 35,000 annual mileage vehicle at minimum life-cycle cost is higher than that of the 45,000 annual mileage vehicle) is a reflection of the higher LTD mileages attained by these vehicles at the minimum cost points (i.e., 425,000 miles for vehicles traveling 25,000 miles per year; 490,000 miles for vehicles traveling 35,000 miles per year; and 540,000 miles for vehicles traveling 45,000 miles per year).

For the viewpoint of reconsidering vehicle useful life and FTA's minimum life requirements, this cross-referencing of the minimum life-cycle cost and condition model approaches suggest that the minimum life-cycle cost ages (and mileages) represent reasonable *optimal* retirement ages (both in terms of cost-effectiveness and retirement occurring at a reasonable condition value). More importantly, these optimal retirement ages (and some mileages) occur *after* the current FTA-required retirement minimums of 12 years or 500,000 miles is satisfied. Conversely, the current FTA retirement minimums provide some margin for the early retirement of lower-reliability vehicles.

#### All Bus and Van Categories

**Figure 7-14** identifies the condition values at which all bus and van vehicle categories attain their minimum life-cycle cost, based on total LTD mileage (and not age). As with Figure 7-13, this chart also indicates the differing condition values at the minimum cost point *within a given vehicle type* (e.g., heavy-duty, small bus). Specifically, the blue circles indicate the mileage and condition at which minimum life-cycle cost is attained for vehicles with low average annual mileage for that specific vehicle type. The yellow and red circles capture the same mileages and conditions for vehicles with average and high annual mileages, respectively.

As in Figure 7-13, the minimum life-cycle cost points for the three average annual mileage scenarios all occur at condition values less than adequate but typically well above substandard. Hence, all these retirement points are "logical" in that they occur after the vehicle's condition has begun to show signs of age but before the vehicle begins to experience significant quality of service, reliability, or potential safety issues (as is expected for vehicles with condition ratings less than 2.0 or "substandard"). Again, it is important to emphasize that the points represented here are founded on the objective of minimizing total life-cycle cost. In practice, different transit operators or the federal and state governments may wish to target useful-life standards based on other objective criteria (e.g., a minimum quality of service).

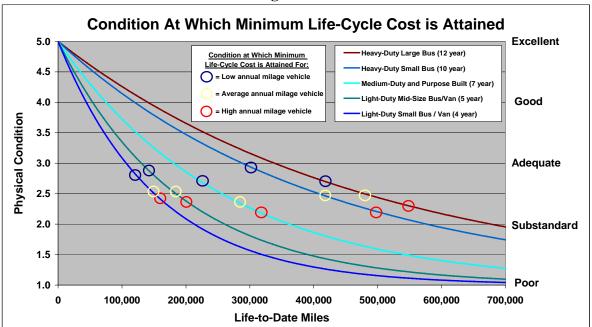


Figure 7-14

#### Vehicle Age, Service Reliability, and Ridership

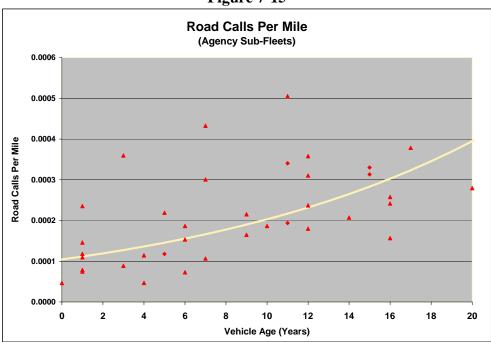
While transit riders are known to have a clearly stated preference for newer, cleaner transit vehicles, the study team was unable to identify any empirically based studies providing a quantitative relationship between vehicle age (or condition) and vehicle ridership. This despite the very extensive literature on the responsiveness of travel demand to many different factors (including elasticities for service price, service frequency, and travel time, and cross elasticities for gas and differences in travel time). Hence, while the qualitative response to newer vehicles is well documented (i.e., riders prefer newer vehicles and state that they are more apt to use transit given a newer, cleaner fleet), the quantitative ridership response to changes in fleet age or condition are not well documented. Given the lack of information on this subject, the study has focused on the direct ridership impacts of decreasing vehicle reliability with vehicle age as a means of addressing the issue of the ridership response to changes in vehicle condition.

#### **Road Calls**

As bus vehicles age, the probability of mechanical failures increases, leading ultimately to increased service disruptions for system riders. **Figure 7-15** demonstrates the relationship between vehicle age and the number of road calls per vehicle mile (the inverse of mean distance between failures) for full-size transit buses. This relationship was developed using actual road call data from a sample of five U.S. transit operators. <sup>11</sup> Each point on this chart represents the average failure rate (over a 12-month period) for all vehicles in a given sub-fleet for one of these operators. For this analysis, a road call was defined as an in-service failure causing a vehicle to

<sup>&</sup>lt;sup>11</sup>. At the request of these operators, their names have been excluded from this presentation.

be pulled from service (and hence resulting in a service disruption for system riders). The estimated relationship clearly captures the increasing likelihood of in-service failures as bus vehicle age increases. The surrounding data points similarly capture the wide variability in vehicle reliability resulting from both differences in the inherent reliability of different vehicle models, differences in service environment, and differences in vehicle maintenance practices.



**Figure 7-15** 

As with the presentation of declining condition above, this analysis does not suggest a specific point in the asset life cycle at which bus vehicles should be retired (note also that the repair costs associated with these in-service failures are already captured in the minimum life-cycle cost analysis above). However, this analysis does emphasize the negative service reliability implications of increasing fleet age.

#### Vehicle Age, Reliability, and Ridership

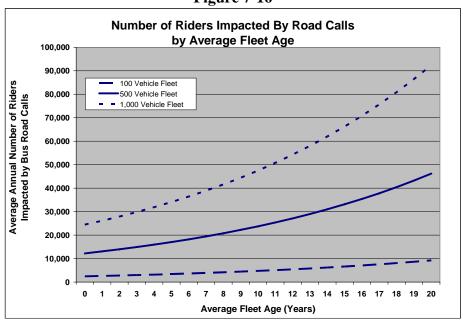
As transit buses age, their appearance and ride quality typically decline, with potential negative impacts for system ridership (i.e., some riders may select an alternative to buses if bus vehicle condition falls below some acceptable threshold). Unfortunately, no prior research has been identified that assesses the impact of fleet age on system ridership. <sup>12</sup> However, from the relationship presented in Figure 7-15, it is clear that increasing vehicle age does lead to an increased frequency of road calls and consequently to service disruptions for the sub-group of riders impacted by those road calls. **Figure 7-16** uses the vehicle age and road calls relationship presented in Figure 7-15 to estimate the annual number of riders directly impacted by bus service failures for agencies with fleets of various sizes (i.e., 100; 500; and 1,000 buses). These

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<sup>&</sup>lt;sup>12</sup> The study team conducted a statistical analysis specifically for this project comparing average vehicle loadings with average fleet age using NTD data to determine whether increasing average fleet has any impact on system ridership. This analysis did not identify a statistically significant relationship between these two measures.

calculations assume an average annual vehicle mileage for these fleets of 35,000 miles per bus. They also assume an average bus passenger load of 6.8 riders (hence, on average, 6.8 riders are directly impacted by each road call or service disruption event). This chart shows that increasing fleet age clearly has a significant impact on the number of riders experiencing a road call event, especially for the nation's larger operators.

Figure 7-16 presents the total number of riders impacted by road calls for differing average fleet ages. However, we must also address the incremental impact of a one-year increase in average fleet age. **Table 7-9** presents this incremental ridership impact for a range of fleet sizes and annual vehicle mileages per vehicle. As expected, the incremental numbers of riders impacted by road calls from increasing fleet age is highest for the larger transit operators and those with the highest annual mileage per vehicle.



**Figure 7-16** 

Table 7-9
Incremental Increase in Annual Number of Riders Impacted
By Road Calls from One-Year Increase in Average Fleet Age

J			
Annual Vehicle Mileage / Fleet Size	100 Vehicles	500 Vehicles	1,000 Vehicles
25,000 miles	225	1,120	2,245
35,000 miles	320	1,610	3,220
45,000 miles	565	2,823	5,645

The final consideration here is the ridership impact of declining service reliability with increasing fleet age. If it is assumed that road call and/or service disruption events motivate riders to abandon buses in favor of an alternative mode perceived to be more reliable (e.g., auto), then the numbers in Table 7-9 estimate the maximum potential ridership loss from an increase in

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<sup>&</sup>lt;sup>13</sup> The average passenger load of 6.8 persons represents the average for all U.S. bus fleets reporting to NTD.

service failures due to a one-year increase in average fleet age. However, in most transit markets, a significant proportion of bus riders have no viable alternative to bus, and hence are unlikely to discontinue bus use after having experienced a road-call event. Hence, it can be assumed that the actual loss in ridership resulting from increasing in-service failures with increasing fleet age is much smaller than that presented in the table above.

From the viewpoint of FTA's minimum service life policy, the implications are as follows. First, it has been noted repeatedly throughout this report that very few agencies' retirement decisions are constrained by the current FTA minimums (retirements that generally occur two or more years after the retirement minimums have been satisfied, and the timing of which has been determined by funding constraints). Given this situation, it is unlikely that a *decrease* in the FTA retirement minimums would impact service reliability, service quality, riders' transit experiences, or actual ridership levels. In contrast, an *increase* in the FTA retirement minimums would begin to constrain the vehicle retirement decisions of some transit operators by forcing them to maintain their transit vehicles for a longer period of time (see Figure 4-1). In this case, the increase to the minimum retirement ages would negatively impact service quality, service reliability, rider's transit experiences and, potentially, actual ridership levels.

#### CHAPTER 8. PRIOR BUS USEFUL-LIFE REVIEWS

This section reviews the results of prior useful-life research conducted by FTA and the Transit Cooperative Research Program (TCRP).

# Initial Policy Statement - FTA Circular 9030.1

On June 17, 1985, FTA (at that time UMTA) issued a change to its FTA Circular 9030.1 that incorporated the service-life policy for transit buses. This marked the official public announcement of the FTA's position on the issue, which required transit authorities to operate heavy-duty transit buses for a minimum of 12 years or 500,000 miles with a maximum fleet-wide spare ratio of 20 percent. FTA officials interviewed during the development of this study stated that the 12-year service-life requirement was not based on any detailed study. Rather, it was selected based on industry's operating experience or "rules of thumb" in maintaining heavy-duty transit buses.

## **1985 Inspector General Statement**

The 12-year requirement announced in the FTA's circular was not without controversy. Later that same year, the Inspector General (IG) unsuccessfully challenged the minimum service life policy, attempting to increase the service life from 12 to 15 years and increase the spare ratio from 20 to 30 percent.

# 1988 Useful Life of Transit Vehicles Study

In 1988, the FTA sponsored a study entitled "Useful Life of Transit Vehicles" (UMTA-IT-06-0322-88-1). This study focused primarily on the mechanical or engineering life of transit buses. It excluded other factors such as the economic life, ridership impacts, and technological obsolescence of the vehicle. The engineering analysis was focused on the life expectancy of the vehicle and components, and not on any measure of vehicle condition.

The key findings of this study were that the availability of capital funds and the FTA 12-year minimum were the main drivers of bus replacement decisions, that the average age of retirements was over 16 years, and that spare ratios of 20 percent were achievable with good maintenance. Recommendations included increasing the minimum requirements to at least 14 years (600,000 miles for commuter buses), allowing justified exceptions to the policy, and developing a funding policy that encourages the extension of buses beyond their minimum life requirements.

The earlier finding that the availability of capital funds is a key driver of fleet retirement decisions is consistent with the findings presented in this report. In contrast, while the 1987 study identified the 12-year minimums as a primary driver of replacement decisions for heavy-duty vehicles, agencies participating in this study rarely referred to the minimums as a decision driver. Rather, for the current study, agency participants suggested that replacement decisions were driven more by funding availability, maintenance requirements, and quality of service issues.

# 1988 Transit Capital Investment to Reduce Operating Deficits – Alternative Bus Replacement Strategies Study

In 1988, a study entitled "Transit Capital Investments to Reduce Operating Deficits – Alternative Bus Replacement Strategies" (National Cooperative Transit Research and Development Program (NCTRP) Report No. 15) surveyed several transit agencies to identify the major factors in current and planned bus replacement decisions. The survey found that the availability of federal funds and vehicle age are among the top considerations, while operating and maintenance cost reductions are typically not considered a driver for vehicle replacement. At that time, the average planned replacement age for heavy-duty buses for agencies participating in this study was 16. Funding constraints were a major factor in the plans to maintain vehicles in service for this length of time.

The 1988 NCTRP Report also looked at the relationship between vehicle age and various components of operating and maintenance costs, such as fuel and lubrication, engine repairs, A/C, and brakes. A key objective of this study was to develop a methodology to incorporate operating costs in vehicle replacement decisions. This is based on the study's hypothesis that the timing and extent of maintenance work affects the retirement age of a vehicle, and the retirement decision affects the need for major work. The actual study analysis was limited by data availability, although the researchers did find a strong correlation between vehicle age and vehicle maintenance and rehabilitation costs. The methodology developed by this study was designed to guide transit managers in evaluating the trade-offs between continuing to operate an existing vehicle "as is," replacing it, or significantly rehabilitating it.

# 1995 Bus Industry Summit

On September 22, 1995, FTA convened a Bus Industry Summit to identify and discuss industry concerns related to FTA's bus service-life policy. The summit yielded a broad diversity of opinions on vehicle useful life and several suggestions on how FTA might consider altering its service-life requirements. For example, many summit participants suggested that FTA's 12-year service-life standard for 40-foot buses should be reexamined. These discussions included suggestions to both lengthen and shorten the minimum service-life requirement:

- 8-Year Bus: Some manufacturers suggested moving to an 8-year service-life minimum. It was suggested that this would ensure that the latest technological advances could be introduced sooner, leading to cleaner, lighter, safer, and more fuel-efficient buses. It would also expand the size of the overall market, potentially increasing the viability of the domestic transit bus market.
- General Reduction in Service Life: Some agency representatives concurred with the general
  objective of a reduced service-life requirement under the expectation that this would enhance
  the vehicle, thus driving down the base vehicle process and accelerating the adoption of new
  technologies. The anticipated results were improved service quality and a stabilized vehicle
  market.

- 15-Year Bus: FTA staff noted that the U.S. DOT Inspector General considered a 15-year service-life standard because of the lessened need for federal capital funds.
- 18-Year Bus: A bus builder noted that Ontario, Canada, has an 18-year standard with a substantial overhaul scheduled for year 12. The practice of extending vehicle useful life to 18 years or more through enhanced initial design and materials specifications, improved maintenance practices, and application of more extensive and frequent vehicle rebuild programs has spread throughout Canada due to the lack of national capital funding for bus replacement.
- Flexible Policy: Some participants argued that national policy should be flexible and should not be based on a "one size fits all" service-life standard. They argued that a single standard cannot consider differences in:
  - Climatic and demographic circumstances
  - Budgetary constraints and priorities of transit operators
  - Overall operating expenses
  - Maintenance practices and maintenance management systems
  - The types of operating systems on buses
  - Rebuilding and replacement policies.

These varied responses show that there was no clear consensus among the Bus Industry Summit participants on an optimal minimum service-life policy. Also, in addition to these suggested changes in overall vehicle useful life, it was also pointed out that useful-life issues directly impact decisions concerning the approach to warranty programs. Maintenance management systems and rebuilding schedules are also impacted.

Overall, the meeting highlighted the need for analysis that would consider all of the factors that bear on the relative costs and benefits of moving to an alternative service-life standard. For example, maintenance and fuel costs; the impact on service quality for riders; early deployment of new safety, efficiency, and technical features; the health of the bus manufacturing industry; and funding impacts on a longer-term basis must be examined when considering changes in current replacement parameters based on a specified useful life.

# 1997 Useful Life of Heavy-Duty Transit Buses Study

In 1997, the FTA sponsored a second study entitled, "Useful Life of Heavy-Duty Transit Buses" (TCRP Project J-6, Task 15). This study was commissioned based on feedback from industry received during the FTA-sponsored Bus Industry Summit meeting (see above). This study expanded on the 1988 study by addressing variables such as operating environment, regulations, technology, maintenance practices, and operating economics.

The purpose of this special study was to review relevant data in order to make recommendations on the appropriateness of the current service-life standard for heavy-duty transit buses. The effort included an analysis of factors that impact vehicle life, including the operating environment (e.g., climate; terrain; annual bus mileage; average operating speed; and urban, suburban, or rural);

requirements mandated by the ADA, Clean Air Act Amendments, and others; and the introduction of new technologies (e.g., alternative fuels, advanced electronics).

This study identified duty cycle as likely the most important variable affecting vehicle life, with the life of buses decreasing as the severity of the duty cycle increases. The study suggested that average operating speed could be used as a proxy for duty cycle severity in future useful-life analyses. <sup>14</sup> Recommendations included changes to the current service-life policy to consider the total age of the fleet (and not the age of the individual vehicles) and the type of service the vehicle is operated under. FTA's age and mileage standards were not changed following this study.

#### **Other Studies**

The following are descriptions of several additional studies that have addressed the issue of transit vehicle useful life:

- In 1995, the New York Metropolitan Transportation Authority Office of the Inspector General published a report evaluating the then-perceived deterioration in the condition of New York City Transit's bus fleet. At that time, one-third of the fleet was over the 12-year minimum retirement age and older buses were experiencing significant corrosion and parts failures. The report attributed the poor conditions to the failure of management to establish and enforce preventive maintenance procedures, and poor capital planning to purchase new vehicles and operate and maintain older age vehicles. Recommendations emphasized the need for adequate maintenance and inspection policies, especially targeted to buses over 12 years of age.
- In 2004, a group of university researchers led by Li et al developed a model to explore the contribution of preventive maintenance to vehicle condition. Vehicle condition ratings (or the probability of a vehicle being at a condition rating) were calculated based on the vehicle's age, mileage, and amount of maintenance spending. The decision analysis model evaluated the benefit/cost ratio of the expected gain from extended life that would result from specific maintenance/repair actions and the associated costs. The model developed in this study introduced a quantitative measurement of the expected benefits of maintenance actions on the vehicle life cycle. The analysis clearly indicated a relationship between vehicle condition, useful life, and preventive maintenance practices.
- The 1988 Pennsylvania Department of Transportation (PennDOT) "Handbook" is a guide to assist transit agencies purchasing small transit vehicles. The handbook contains information on the characteristics of small transit vehicles, PennDOT procurement procedures, and optional equipment with technical specifications and costs. The expected life reported for standard vans, body on chassis vehicles, and small buses is 3 to 5 years, 5 to 7 years, and 10 to 15 years, respectively, all depending on a number of factors, such as operating environment and preventive maintenance programs.

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<sup>&</sup>lt;sup>14</sup> Note that the analysis in Chapter 7 uses average agency operating speed as a cost driver for O&M costs. However, this study was unable to demonstrate quantitatively a relationship between decreasing operating speed and decreasing vehicle life expectancy.

• The Small Transit Vehicle economics (STVe) model was developed by a group of university researchers and is designed to support decision-makers purchasing small transit vehicles. The model provides an economic evaluation of various types of vehicles given the inputs of operating conditions such as type of service and capacity. Types of vehicles, listed in Table 8-1, are categorized based on characteristics that affect capital, maintenance, and operating costs. The vehicle categories presented in the table and the expected useful lives for each of these categories are all roughly similar to those currently used by FTA.

Table 8-1 Small Transit Vehicle Economics Model

Category	Description	Approx. Seating Capacity	Expected Life+
1	Van	10 – 11	4
2	Van Cutaway, Single Wheel	13	4
3G	Van Cutaway, Dual Wheel, Gasoline	18	5
3D	Van Cutaway, Dual Wheel, Diesel	18	5
4	Purpose Built, Front Engine	22	6
5	Purpose Built, Rear Engine	22	7
6	Medium-Duty, Low-Floor Front Engine	20	7
7	Heavy-Duty, Low-Floor, Front Engine	Varies	12
8	30 ft., Heavy-Duty Bus	Varies	12
+ As considered	I in the STVe model		

# **Comparisons of Past Studies with This Report**

Largely, the findings of the studies sited above appear to be consistent with the findings reported elsewhere in this report. Key common findings between this and prior studies include:

- Transit buses (heavy-duty buses in particular) generally have many years of valuable service life well after the service minimum age has been reached. Also, operators generally retire their vehicles well past this point in time.
- Vehicle retirement decisions are driven less by the service-life minimums than they are by funding availability, maintenance requirements, and quality of service issues.
- Economic and engineering analyses suggest that the current FTA service-life minimums are generally appropriate for each of FTA's five minimum service-life categories (i.e., there is no clear need to change the categories or the service-life minimums for each category).
- Duty cycles (as measured by the average operating speed proxy) are a key driver of vehicle useful life, especially for vehicles operated in fixed-route service.
- There are diverse opinions among industry representatives as to the preferred useful life of heavy-duty (i.e., 12-year) transit vehicles, ranging from 8 to 15 years or more.
- There is value in having some flexibility in the application of the service-life minimums to reflect differences in agency service environments and to address the issue of problem vehicles.

#### **Other Considerations**

In addition to the considerations outlined above, review of FTA's minimum service-life policy for transit buses and vans can also gain perspective from a brief review of this subject from different perspectives. To that end, the following sub-sections consider bus useful life from the viewpoints of the New Starts cost-effectiveness evaluation and the experience of Canadian transit agencies operating essentially the same transit buses as their American counterparts, but for several additional years of useful life.

#### **New Starts Program Impacts**

For FTA's New Starts program, asset useful life values, including those for transit vehicles, are used to determine the total annualized cost of proposed New Starts investments. New Starts projects with low annualized capital costs tend to have more favorable cost effectiveness and net benefit measures relative to those with higher annualized capital costs. Hence, revisions to FTA minimum service-life standards (the standards also used to annualized vehicle costs for New Starts investments) can have the potentially unexpected impact of lowering or increasing the cost-effectiveness measures for New Starts investments with bus or van components (e.g., BRT investments). Longer useful life results in increased years that vehicle capital costs will be spread over within the annualized cost calculation, thus reducing the project's cost-effectiveness measure (increasing net benefits).

Note that this issue has already arisen with respect to some BRT designs intended to have a useful life of approximately 18 years. Assigning an 18-year minimum useful life value to these vehicles (versus the current 12-year value for large buses) would make these vehicles more competitive with similar rail investments.

#### The Canadian Experience

As already noted, Canadian transit authorities do not receive bus replacement funding assistance from their national or provincial governments. Because of this, Canadian transit agencies tend to operate their buses longer and maintain a larger spare fleet than their U.S. counterparts. It is not clear how the service life of Canadian buses is influenced by the lack of Canadian federal assistance versus the fact that these operators have no spare ratio maximum. Either way, Canadian transit agencies have been operating transit buses with similar designs to U.S. buses for 15 years on a consistent basis and have extended them to the 18-year range through enhanced designs and more extensive component replacement programs.

Canadian agencies have also conducted cooperative research efforts into bus designs and the available means to extend useful life through more aggressive design specifications. The results of these approaches are evident in the extended useful bus life for these operators' vehicle fleets. However, the extent to which this longer vehicle life is driven by differences in bus design is not fully clear given that these agencies have higher spare ratios, providing them with a larger pool of buses to draw from when problems are encountered within an aging fleet. The conclusion then

is that vehicle life can be prolonged significantly from the current FTA minimums for large buses. The uncertainty is the full costs and service quality implications of extending vehicle life beyond 15 to 16 years.

#### Case Study - U.S. versus Canadian Useful Life

The transit bus industries in Canada and the United States use virtually identical vehicles, and the services provided are very similar. In both countries, the majority of agencies are municipal. Interestingly, three of the six largest North American transit bus manufacturers are Canadian, or have significant Canadian-based manufacturing facilities.

Table 8-2 Geographic Locations of Major North American Bus Manufacturers

Manufacturer	Head Office	Canadian Facilities	American Facilities
New Flyer	Winnipeg, MB	Winnipeg, MB	St. Cloud, MN Crookston, MN
Nova Bus	St-Eustache, PQ	St-Francois-du-lac, PQ	N/A
Orion Bus	Mississauga, ON	Mississauga, ON	Oriskany, NY
NABI	Anniston, AL	N/A	Anniston, AL
Gillig	Hayward, CA	N/A	Hayward, CA
Millennium	Roswell, NM	N/A	Roswell, NM

While there is significant Canadian content in the manufacturing and assembly of the buses, the majority of the major components going into the final product, specifically the high-dollar/high-value items such as engines, transmissions, axles, and HVAC are all supplied by non-Canadian companies, and are almost exclusively U.S. companies. In addition, exporting to the United States is critical for both New Flyer and Orion, who have large U.S. facilities in order to meet the Buy American requirements.

Despite the similarities in the vehicles manufactured in the United States and Canada, there is a significant difference in agency requirements for useful life. As just noted, Canadian agencies expect an 18-year useful life versus 12 years in the United States—a 50-percent increase above the U.S. requirement. Other distinguishing characteristics between the U.S. and Canadian markets are reflected in the higher usage and productivity of urban transit in Canada. Canadian transit use per capita is 150 percent of the U.S. use (1.44 billion trips versus 9.17 billion trips). Of these trips, it is estimated that 75 percent are made by bus in Canada compared to just over 60 percent in the United States. Government funding (from all levels combined) on a per-capita basis is less than 80 percent of the U.S. level.

The buses used in the United States and Canada are virtually identical in design and purchased using similar specifications and procurement approaches. Regardless, Canadian agencies expect the vehicle to have an 18-year life. From our interviews with agencies and manufacturers, there are two leading factors driving this difference in expected bus life:

1. Federal capital funding for transit is non-existent in Canada. Other than intercity rail, all transit funding in Canada is a provincial responsibility.

2. Provinces have not established long-term funding allocations. While annual operating budgets are supplemented, there is not an established formula for capital vehicle replacements similar to the FTA.

The U.S. agencies interviewed have adapted to the FTA's 12-year useful life for transit buses primarily because it is tied to the FTA's 80-percent funding. Agencies have adjusted their internal funding and planned vehicle replacement schedules to match the established FTA funding streams. In Canada, where there is no established funding formula for vehicle purchases, agencies must plan to keep their vehicles longer. Agencies have therefore focused on an 18-year vehicle life.

# CHAPTER 9. KEY FINDINGS AND RECOMMENDATIONS

# **Key Findings**

Following are key findings from this study.

#### Review of FTA's Current Service-life categories

The review of FTA's minimum service-life requirements yielded the following key findings:

- The current service-life category groupings are appropriate. The study found that the current categories represent logical groupings of vehicles having broadly similar characteristics in terms of construction methods, size, weight, passenger capacities, cost, manufacturers, and customer bases. A possible exception here is for 4-year and 5-year vehicles built using cutaway chassis where there is a significant degree of overlap between the two age categories in terms of construction type, sizes, and manufacturers.
- Transit has little ability to alter bus and van useful-life characteristics cost-effectively. Given transit's small share of the vehicle and component markets (typically less than one percent), the transit industry has little ability to influence component useful-life characteristics in a cost-effective manner. A key exception here is the structure of 12-year buses. To the extent that 12-year bus structures are designed specifically for transit use, the transit industry has some leverage to influence this component's design and durability characteristics.

#### Review of Procurement Regulations with Potential Useful-Life Implications

While many federal regulations (e.g., Buy America, Bus Testing, ADA, and EPA) and industry procurement practices (third-party contracting) are believed to have potential useful-life implications, these implications are generally considered minor relative to the issues of annual mileage, new vehicle designs, changing life-cycle economics, and other drivers of useful life.

#### **Analysis of Actual Retirement Ages Using NTD Vehicle Data**

The study used NTD data to determine how recent *actual* retirement ages for transit buses and vans compare with FTA's current minimum service requirements for transit buses and vans to determine whether these requirements are affecting the vehicle retirement decisions of the nation's transit operators.

• Most buses and vans retired well after the minimum service age requirement is satisfied. On average, transit buses and vans are retired between one to three years after their minimum service-life requirement has been satisfied (Table 9-1). In addition, a significant proportion of buses and vans remain in service at least one year past the retirement minimum (e.g., 20 percent of heavy-duty, 12-year buses), and with many still in service three or more

years past the minimum requirement (e.g., one in ten "12-year" buses in active service are age 15 or older).

Table 9-1
Minimum Versus Average Retirement Age by Vehicle Category

Vehicle Category /	Average Retirement	Share of Active Vehicles that are:	
Minimum Retirement Age	Age (Years)	One or more years past the retirement minimum	Three or more years past the retirement minimum
12-Year Bus	15.1	19%	9%
10-Year Bus*	?	7%	4%
7-Year Bus	8.2	12%	3%
5-Year Bus / Van*	5.9	23%	5%
4-Year Van	5.6	29%	10%

<sup>\*</sup> Average retirement age estimates for these vehicle categories suffer from small sample issues

• Minimum service age does not constrain agency vehicle retirement decisions. Relatively few transit buses and vans are retired right at the minimum service age requirement. Hence, the current retirement minimums are not constraining the vehicle retirement decisions of the vast majority of the nation's bus and van operators. This indicates that any reduction to the current minimum age requirements (e.g., from 12 to 10 years for a "12-year bus") would not result in a significant increase in the rates of retirement for the five service-life categories.

#### **Industry Outreach**

Representatives of local transit operators, vehicle manufacturers, and private bus fleet operators were interviewed to assess their current experiences with bus and van useful life. The following are key findings from this industry outreach process:

- Actual retirement ages generally exceed both FTA minimums and agency service-life policies. The actual timing of vehicle retirement for all nine agencies typically occurs between one to four years after the FTA minimum has been reached (but can occur as late as vehicle age 20). Moreover, for most agencies the recent actual retirement ages also exceed the planned or policy retirement age. Hence, it is clear that FTA's current minimum service-life requirement is not actively constraining these agencies' retirement decisions.
- Capital funding availability is the primary determinant of retirement age. Limited capital funding was cited as the primary reason why the timing of actual vehicle retirements has exceeded the planned and policy retirement age (and FTA service minimums). Because of this, the average fleet age is more likely to be impacted by the increased availability of federal funding than by any relaxation in the minimum service-life requirements. Other decision factors included service reliability, vehicle condition, vehicle maintenance, physical and local environmental conditions, procurement process, and duty cycle (operating speed, mainly).
- Only large agencies operating in severe environments perform scheduled mid-life overhauls. Only the larger, urbanized agencies interviewed (Massachusetts Bay Transportation Authority, New York City Transit, Toronto Transit Commission, and Washington Metropolitan Area Transit Authority) perform comprehensive, "mid-life"

overhauls of their heavy-duty cycle vehicles, stating that these overhauls are required to obtain full service lives given the tough service environments in which they operate. In contrast, none of the other agencies interviewed (including Los Angeles Metropolitan Transportation Authority and Houston Metro) regularly complete a mid-life overhaul, with most suggesting it is not cost effective for them.

- Most agencies reported not being impacted by FTA's service-life requirements. Most interviewed agencies stated that their vehicle retirement decisions are not significantly impacted by FTA's service-life minimums (these decisions are constrained more by capital funding availability).
- Extending the service-life requirements would hurt many agencies. Conversely, most, if not all, of the agencies reported that they would be negatively impacted if current FTA minimum service lives were extended. These negative impacts include a decrease in quality of service (higher rate of failures, aesthetic of vehicles, reliability), an increase in maintenance costs (between 10 to 50 percent higher), and less leeway to retire "problem" vehicles.
- Agencies support development of a "lemon law" and a technology demonstration option. Interview respondents supported development of a "lemon law" and a technology demonstration option. The lemon law concept would permit early retirement of problem vehicles without penalty to the agency. Under the technology demonstration concept, a grantee could request a similar release from the service-life policy for FTA-approved tests of new vehicle technologies.
- Most agencies were not interested in more or less durable heavy-duty vehicles. Most agencies stated that they were not interested in a more durable vehicle (i.e., with a more expensive, heavier weight, longer life expectancy structure). This is due to concerns over the cost effectiveness, weight, and rider comfort for this option. All nine agencies also expressed significant concerns with a less durable vehicle (i.e., with a cheaper, lighter weight, lower life expectancy structure). There were concerns regarding the expected inability to survive the required duty cycles and the relationship with a decrease in quality and an increase in procurement efforts.

## **Engineering Analysis**

The engineering analysis provides further evaluation of bus useful life from a vehicle engineering perspective. The following are key findings:

- Useful life is ultimately determined by the life of the vehicle structure. Vehicle structure defines the useful life of the vehicle as a whole more than any other single vehicle component. Should the structure wear out or fail due to corrosion or a collision, then the life of the vehicle is essentially at an end.
- Service environment is a key determinant of structure useful life. Many interview participants clearly indicated that service environment is a key determinate of structure (and hence vehicle) useful life. Because of this, several agencies expressed the desire that FTA revise the service-life requirements definition to include service environment severity, along with service years and miles (e.g., 12 years or 500,000 miles).

• "Stick bus" and low-floor vehicles may have shorter useful life. Interview participants suggested that stick bus (structures constructed using hundreds of welded tubes) and low-floor designs (which use stick construction) may have shorter useful life as compared to traditional designs. Interview participants stated that it is too early to tell whether this is in fact the case.

## **Economic Analysis**

The economic analysis identified the age for all vehicle categories at which total life-cycle costs—including all capital, operating, and maintenance costs—are minimized (reflecting the impact of differences in mileage). This analysis identifies a financially optimal retirement point for the vehicle.

- The minimum cost retirement points all occur at or after the FTA minimum service life. From a cost-effective perspective, FTA's current service-life minimums—including both the minimum years and miles requirements—represent reasonable choices. For each service-life category, the minimum cost point is attained at either an age or mileage that exceeds one or both of the FTA minimums for these measures.
- Reducing heavy-duty vehicle service life from 12 to 10 years would only have a minimal impact on vehicle sales. Assuming all vehicles currently retired right at the current 12-year minimum shifted to a new 10-year minimum, the long-term average annual replacement rates for these operators would increase from 200 to 300 vehicles to 240 to 360 vehicles annually, or 40 to 60 additional vehicles per year. The addition of 40 to 60 additional new vehicles is unlikely to yield a significant boost to the small domestic bus market.

#### Recommendations

Based on the findings above, it is recommended that the FTA consider the following:

- Maintain the current service-life minimums: Few buses and vans are currently retired right at FTA's current service-life minimums. Rather, the vast majority of these vehicles are retained in service for at least one year (4- and 5- years vehicles) and as many as three or more years (e.g., for 12-year vehicles) after the minimum service requirements have been met, indicating that these vehicles have some service life remaining beyond the minimums. Moreover, the current service-life age and/or mileage minimums for all vehicle types occur before the minimum life-cycle cost points for these vehicles are reached. Hence, the current service-life minimums clearly meet the joint objectives of (1) ensuring that buses and vans purchased using federal dollars remain in service for most of their useful life, (2) of providing agencies some flexibility in determining when their vehicles will be retired and (3) of helping to minimize life-cycle costs. In this sense, the current service-life minimums really are just that, the minimum ages at which vehicles can be retired—not a recommended retirement age or a measure of actual expected useful life. The current minimum service-life requirements should be maintained.
- **Maintain the current service-life categories.** Similarly, the segmentation of transit bus and van types into the current five service-life categories reflects actual similarities in vehicle

structures, designs, components, costs, origin markets, manufacturers, and end users. These current categories should be maintained.

- Review the service-life minimums and service-life categories regularly. The analysis of recent changes in vehicle designs, the adoption of new technologies, and the introduction of new vehicle types (e.g., stainless steel BRT vehicles) highlight the fact that the useful-life characteristics of transit buses and vans are subject to change. For this reason, FTA should review the minimum life requirements and service-life categories on a regular basis (e.g., every 5 to at most every 10 years).
- Consider adoption of a "lemon law." This law would define circumstances under which "problem" vehicles could be retired early without financial penalty.
- Consider adoption of a technology demonstration option. Similar to the "lemon law," this option would define circumstances under which agencies could retire vehicles purchased to test new technologies (with FTA's prior agreement) early, again without financial penalty. The intention would be to encourage test and adoption of new, but potentially unreliable, technologies expected to benefit the entire transit industry.
- Restrict the service-life categories in which vehicles are tested. In recent years, some manufacturers have successfully lobbied to have their vehicles tested in a more durable category than would appear warranted by their vehicle's general characteristics (e.g., testing a bus with 10-year characteristics as a "12-year" bus). The result has been service reliability issues and, in some instances, early retirement for the purchasing agencies when the tested vehicles were not found to have the expected durability. Thus, FTA may wish to more tightly control which categories vehicles are eligible to test in based on some combination of characteristics (e.g., gross vehicle weight, seating capacity), but with the potential for special waivers to test in a different category so as not to stifle innovation. (Manufacturers should be required to provide reasonable justification as to why their vehicles should be tested in the higher durability category.)
- Modify the NTD reporting requirements to better document actual vehicle retirement age and each vehicle's assigned service-life category. The analysis used in this study to determine actual vehicle retirement ages relied on cross comparisons of NTD data from multiple reporting years to identify when specific vehicle sub-fleets have been retired. FTA should modify NTD to track the actual age of vehicle retirements, thus significantly improving FTA's ability to track and monitor any trends in vehicle retirement ages. Similarly, NTD's vehicle documentation should also include the service-life category to which each vehicle has been assigned (again to facilitate monitoring of the retirement ages for each service-life category).
- Conduct a study to evaluate the sensitivity of bus ridership to changes in vehicle age and condition. A key objective of this study was to consider how bus ridership might change (increase) in response to a reduction in the average age of the nation's bus fleets (e.g., with the introduction of a new, shorter lived, heavy-duty transit vehicle). However, while review of the existing literature provides numerous references to the sensitivity of ridership to changes in fares and service frequency, no literature references were identified that provide a quantitative link between ridership and fleet age or condition. In the absence of solid empirical data linking ridership and fleet age, any analysis of this relationship can only be

based on conjecture and limited anecdotal evidence. For this reason, it is recommended that FTA conduct a study to evaluate the sensitivity of bus ridership to changes in vehicle age and condition. Given the availability of good-quality, route-level ridership data (from electronic fare boxes and APCs), this study could easily be conducted using a sample of U.S. transit operators, using before and after comparisons of which older sub-fleets have been replaced by new (or newer) vehicles.

## **BIBLIOGRAPHY**

The following documents have been used as project resources.

#### 1 Books, papers, technical reports:

Federal Transit Administration. 1988. "Useful Life of Transit Vehicles." UMTA-IT-06-0322-88-1. Washington, DC: U.S. Department of Transportation.

This study focused primarily on the mechanical or engineering life of transit buses. It excluded other factors such as the economic life, ridership impacts, and technological obsolescence of the vehicle.

Abrams, E. and E. Hide. 1997. "Useful Life of Heavy-Duty Transit Buses." TCRP Project J-6, Task 15. Washington, DC: Transportation Research Board.

This task reviews FTA guidelines on the minimum useful life of 12 years or 500,000 miles of operation for heavy-duty buses. The study expanded on the 1988 study and includes an analysis of factors that impact vehicle life (operating environments, mandated requirements, and new vehicle technologies) and makes recommendations on the appropriateness of the current service-life standards.

American Public Transportation Association. 1997-2002. "Standard Bus Procurement Guidelines."

This is a comprehensive set of industry-wide purchase standards, with both technical specifications and procurement guidelines for transit buses.

Booz Allen Hamilton. 2005. "Managing Capital Costs of Major Federally Funded Public Transportation Projects." TCRP Project No. G-07. Washington, DC: Transportation Research Board (TRB).

This report examines the strategies, tools, and techniques to better estimate, contain, and manage major transit capital projects. Nine case study projects were examined in detail to provide insight into various project management approaches. Major cost drivers considered in this analysis were initial inflation, scope changes, and schedule changes.

Yang, F., L. Yu, G. Song, W. Wang, and W. Pei. 2004. "Vehicle Age Distribution Model and Application for Beijing, China." Washington, DC: Annual Meeting of the TRB.

This paper proposes a survival probability-based model to calculate and forecast the areaspecific vehicle age distributions, which uses the total number of registered vehicles (not distinguished by years) and the total number of newly registered vehicles or the number of scrapped vehicles (the most recent year). The model is designed for areas where historical vehicle registration records are incomplete or unavailable.

Li, Q., H. Zhao, and Y. Xingping. 2004. "Decision Making Modeling for Rural and Small Urban Transit Asset Management." Washington, DC: Annual Meeting of the TRB.

This paper describes the framework of a transit asset management system and discusses the methodologies developed to assist agencies in foreseeing the transit deterioration process. The study explores the contribution of preventive maintenance costs to the vehicle condition ratings. The optimization procedures developed help allocate sufficient funding to sustain future well-being of transit vehicles. The concept of extended life (payoff for maintenance actions) of transit vehicles is introduced to provide a structure for the management decision-making process.

KFH Group, Inc. 2000. "Analyzing the Costs of Operating Small Transit Vehicles." TCRP Report 61. Washington, DC: Transportation Research Board.

This report serves as a user guide to the accompanying Small Transit Vehicle economics model, which is designed to provide support to transit planners and other decision-makers on the purchase of small transit vehicles for different services and operating environments. The user guide also discusses qualitative and non-financial factors that influence the size of vehicles to be purchased.

Schneck, D. C., and R. S. Laver. 1995. "Transit Capital Cost Index." Washington, DC: Annual Meeting of the TRB.

This study presents the results of research aimed at improving the estimation of future capital costs for light and heavy-rail fixed guideway projects. The research produced a set of cost indices for a broad range of project elements, comparing these cost indices with broader measures of inflation and suggesting how they should be incorporated into cash flow projections for proposed fixed guideway projects.

Pennsylvania Department of Transportation (PennDOT), Bureau of Public Transportation. 1988. "Handbook for Purchasing a Small Transit Vehicle." Urban Mass Transportation Administration. Washington, DC: U.S. Department of Transportation.

This handbook was developed to assist Pennsylvania grantees in the vehicle procurement process. The first part of the handbook contains information on the characteristics of small transit vehicles, objective criteria for selection, and PennDOT procurement procedures, while the second part provides a list of optional equipment and features with their technical specifications and approximate costs.

Metropolitan Transportation Authority. Office of the Inspector General. 1995. "Is New York City Transit's Bus Fleet Too Old to Provide Reliable and Safe Bus Service?" TRA 450.6-4 ISNYC 94-79636. New York, NY: New York State Library.

This document reviews the conditions and problems of the New York City Transit bus fleet, which at the time had one-third of its buses over the 12-year retirement criterion. Age-related safety, performance, and structural deficiencies are examined. The report offers a number of recommendations to restore the fleet to a state of good repair and monitor the condition of its overage vehicles.

Hemily, B., and R. King. "The Use of Small Buses in Transit Service." TCRP Synthesis Report 41. Washington, DC: Transportation Research Board.

This research explores the use of small buses (30 feet or less) in the transit industry. The study included a survey of North American transit agencies using small buses, transit agencies that do not have small buses, and bus manufacturers. Results from this research were related to the fleet composition with respect to small buses, the wide variety of vehicle models and service categories, and overall experiences and most common areas of concern for transit agencies regarding small buses.

### 2 FTA and agency reports:

Federal Transit Administration. 2006. "Non-Rail Vehicle Market Viability Study." MI-26-7008-05.1. Washington, DC: U.S. Department of Transportation

Federal Transit Administration. 1988. "Useful Life of Transit Vehicles." UMTA-IT-06-0322-88-1. Washington, DC: U.S. Department of Transportation

Federal Transit Administration. 1998. "Urbanized Area Formula Program." Circular C9030.1C. Washington, DC: U.S. Department of Transportation.

Federal Transit Administration. 1995. "Final Report: Bus Industry Summit Proceedings." Washington, DC: U.S. Department of Transportation.

Federal Transit Administration. "Buy America Requirements – Surface Transportation Assistance Act of 1982." 49 CFR 661. Washington, DC: U.S. Department of Transportation.

Federal Transit Administration. "Bus Testing Regulation." 49 CFR 665. Washington, DC: U.S. Department of Transportation.

Americans with Disabilities Act of 1990. United States Public Law 101-336.

#### 3 Internet sources:

Altoona Bus Research and Testing Center. <a href="http://www.vss.psu.edu/btrc.htm">http://www.vss.psu.edu/btrc.htm</a> (January 16, 2006)

American City & County. "Public Transit/Commission Uses Third Party for Bus Procurement." <a href="http://www.americancityandcounty.com/mag/government\_commission\_uses\_third/index.html">http://www.americancityandcounty.com/mag/government\_commission\_uses\_third/index.html</a> (January 13, 2006)

This article describes the bus procurement process taken by the Metropolitan Transit Commission (MTC) in St. Cloud, MN.

Hubbard, D. 2005. "If It Makes It Here, It Can Make It Anywhere." BUSRide Magazine. <a href="https://www.busride.com/2005/07/If\_it\_makes\_it\_here\_it\_can\_make\_it\_anywhere\_.asp">https://www.busride.com/2005/07/If\_it\_makes\_it\_here\_it\_can\_make\_it\_anywhere\_.asp</a> (January 16, 2006)

This article is about the Altoona Bus Research and Testing Center (ABRTC).

Goby, D. 2004. "The Environment and New Bus Service Life." School Transportation News. <a href="http://www.stnonline.com/stn/busmaintenance/schoolbustechnician/goby\_buslife0404.htm">http://www.stnonline.com/stn/busmaintenance/schoolbustechnician/goby\_buslife0404.htm</a> (January 16, 2006)

This is an opinion article on the environmental impacts of school buses with six- to eight-year service life compared to longer (10 to 15 year) service life.

## **APPENDIX A. SUMMARY OF TRANSIT AGENCY SURVEY**

Issue Area	WMATA (Washington)	Toronto Transit	Montgomery Co. Ride-On	New York City Transit	MBTA (Boston)	LA MTA (Los Angeles)	Frederick Co.	Capital Metro (Austin, TX)	Jefferson Transit
General Experience - F	<u> </u>		<u>'</u>						
Use Federal funding to purchase buses and vans? (y/n)	Yes	Limited	Few (some State funded - which is partially funded with federal sources; most are from County	No, use MTA/NY State Capital Funds	Yes	Yes	Yes	Yes	Yes
Percent of fleet purchased using Federal funds	100%	Limited diesel hybrid support on a demonstration basis (150 buses) - 1/3 city, 1/3 province and 1/3 federal; Rest of fleet is funded by agency or city;	Not given	0%	100%	Not stated	25-30%. Other funding sources: State and Local	99%	95%
General Experience - S	Service-life policy (H	eavy-Duty Vehicles)	ı T	Not stated for a	I	I	l	l	<u> </u>
Have policy in place? State or agency?	Yes – imposed by WMATA board	Yes	State (more stringent than FTA) and County policies	Not stated (use average age of fleet to make sure garages have equal distribution - not for policy)	Yes (use average age of fleet)	Yes	Follow State policy, which is similar to FTA. (see table)	Yes	Yes
Planned / agency policy retirement age	15 years for 40-	18 years at 40- 45,000 annual.	12 for County funded; none stated for State funded	12 years as an objective	12 years	13 years or 500,000 miles		(not given)	"12-year" bus, retirement target is age 15; "7- year" is age 9, 5-year bus target is age 8, and 4-year is age 5
Preferred retirement age from the viewpoint of agency staff	5 years due to funding limitations/const raints	18 year, can extend to 20-24 to correspond with procurement cycle	Same as FTA/MD	12 years	8 years	12 years (Budget)	Yes, FTA/MTA minimums; Maintaining vehicles for longer period is too expensive	Same as scheduled	Same as scheduled

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Do actual retirement ages differ from the scheduled retirement age?	Difficulties with Thomas SLF's (scheduled at 12, failing at 10- 11)	States NO, but CNG buses had to be retired at 12-years due to high maintenance	Close to minimum life; budget not a problem (delay usually due to procurement process)	Yes, 13-15 years due to lack of funding (structural rebuild and re- power program to extend)	Yes. Actual exceeds scheduled due to other funding priorities. Use average age of fleet. Target is 8 years for fleet average age, unable to meet this because of limited funding	Yes, due to budget and legal consent degree obligations	Yes, but retirement was within 1-2 years for minimums; Minibuses (retired at 6 years, 145,000 miles) were very old. Cutaways (retired 6 years, 210,000 miles) very old.	No	Yes, Prior to 4 years ago, no established replacement schedule existed.
Examples of recent sub-fleet retirements	Group of 1983 MAN artics, operated barely 11-12 years (12- year sched) and 400k-500k miles (600k sched). All other groups retired at scheduled miles or more.		Group of 1984 30-ft TMCs (retired 1999 - 15 years: Expensive to maintain. Group of 1989 30-ft Gilligs (retired 2001/2002 - 12 years), had been re-engined 1992/1993: no lift, poor a/c, expensive maintenance, drivers hated	Group of 1987 RTS (20-30k mi/yr, retired 2006), kept in reserve fleet while other vehicles were in overhaul. Group of 1990 RTS (retired 2006, 360-380k miles total): 1990 RTS not sent through re-power program, no engine replacement w/o failure	Retired 03/2006 heavy duty: Schedule 8, Actual 16. Retired 12/05 heavy duty: Scheduled 8, Actual 17. Retired 12/04 heavy duty: Schedule 8, Actual 18. Retired 12/03 heavy duty: Scheduled 8, Actual 19.		1991 Orions (retired at 14 years) - replacement decision driven by increasing maintenance - does not use mileages. Goshen coach (retired at 6 years, averaged 150,000 miles). Vehicles could not stand up to fixed route services.	(1) 30 1993 TMC CNG (retired 03/2005) - Retired 6 month early due to CNG equip outdated. 1986 Gilligs Phantoms (retired 9/2005) - kept for contingency and for use by local PD.	1984 35 Foot Orion (retired June 2006) age 22 years and with over 800,000 miles; 1985 Orion (retired August 2006) age 21 years and with 892,625 miles
Drivers of Retirement Policy	In order of priority: Capital funding, vehicle maintenance, other-ridership, physical condition/QOS.	Agency Duty Cycle (need to specify vehicles to operate with heavy-duty) and Capital Funding (mainly the LACK of alternative funding option). Does not use average fleet age or percent over age due to lack of funding.	Physical Cond/QOS, agency duty cycle (which is low/moderate), veh. Maintenance, cap funds	(1) Cap. Funds, (2) Condition/QOS, (3) Maintenance, (4) Duty Cycle, (5) Weather/Road, (6) FTA reqs.	Availability of capital funding; FTA minimum requirements	Condition/QOS, Maintenance, Capital Funding, FTA ages	FTA retirement ages; OTHER: MD MTA procurement cycle is slow (Frederick purchases most vehicles through the state). Significant lag between replacement order and vehicle delivery, state rarely provides as many vehicles as requested.	Maintenance, Capital Funding, FTA minimums. (QOS can be attained independent of age)	Physical condition, duty-cycle, maintenance requirements, and capital funding availability

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General Experience - M	lid-Life Overhaul								
Perform mid-life overhaul (y/n)	Yes	Yes, at 6 and 12 years. With further decline in provincial funding, revise overhaul program established at 9-10 years	No; tried back in 1992/1993 and found not cost effective. Not effective likely due to easy duty (larger buses maintained by County)	Yes, planned but not always done - last up to 15 years. When not done, rehab activities are as needed or on component basis.	Yes	Sometimes (no due to funding and manpower)	No. Frederick is small agency; only perform basic vehicle maintenance on-site. Engine/transmis sion replacements are contracted out. No other scheduled rehab performed	No, on an as- needed basis.	No
Components included	Engine and major components (transmission, brakes, a/c):	Engine, transmission plus extensive other		Power plant, paint, suspension, transmission, some structural. \$100-120k per bus. Minioverhaul 3-4 years: paint, interior, brakes, suspensions, shocks, airbags) = \$30-40k. Geared towards performance, not extension; gain in reduction of corrective maintenance	Rebuild power plant, A/C, brakes, steering, axels, body and frame, air tanks, limited				
in overhaul; cost of overhaul	avg. \$110k/vehicle	components; avg. \$100k/bus	NA	and road incidents	wiring. Avg. cost of \$173,000 bus		NA	NA	NA NA
Overhaul on Vehicle types	All 40-ft buses	All 40-ft. buses	NA NA	Heavy-duty	Heavy-duty	40-ft fixed route	NA NA	NA NA	NA NA
	Gets vehicles from 12 to 15 years, additional	Extends 12-15- year bus to 18		3-4 years if necessary to keep past 12 years, but done as corrective maintenance and keep incidents to					
Additional years	150k miles	years	NA	minimum.	6 years	N/A	NA	NA	NA

Coordinate with those that fail 6-	basis (vs. one major overhaul);		Follow strategy of preventive maintenance. Use overhauls		(Los Angeles)		(Austin, TX)	
overhaul timing with expected life of major components (e.g., drive train replacement)  8 years; looking into additional smaller overhauls (3,9 and 12)	affects availability for service.	NA	plus campaigns to do most maintenance as schedule (vs. corrective)	6-year midlife ensures continued performance of all components and subsystems	N/A, budget is major factor in whether midlife overhaul is performed	NA	NA	NA
FTA Minimum Service-life policy								
No; however, later in interview, agency states some difficulty in reaching 12-year retirement age - did not retired but decisions (y/n)	No (Canadian, no life constraint)	Used as basis for policy, schedule and actual retirement	No impact	12-year minimums result in 6-year midlife rehab at considerable capital expense.	Budget does not allow MTA to retire at 12, MTA attempts to retire at 13 yrs.	Submits vehicle replacement requests to MD MTA as vehicles meet minimums State requirements for sameller vehicles are slightly more strict.	No negative impact.	No. Vehicles exceed the FTA minimums in terms of both age and miles. Staff viewed this as a "positive" for the current service-life minimums
Would you retire earlier than the FTA minimums if you years) due to could?  No, agency retires later (15 years) due to Board policy	No funding to do so; Have kept vehicles longer than desired - would prefer to retire at 15, but no funding requires extending to 18 and further for procurement cycles. Have retired buses earlier than preferred (no	No impacts from retirement ages	No impact; exception of FTA funded 1983/1984 Grumman that could not handle NY duty and street conditions. Reimbursed FTA for portion (80%) - reason for use of State and City funds now! Early	Earlier; 8-year replacement would eliminate 6-year midlife rehab and ensure latest technology. Have not retired earlier than FTA mins.	Early possible, but budget constraint. Budget has forced longer service than desired due to absent funding/budget; Metro might entertain using shorter design lives. Has retired early (fire and beyond	In general, NO. Current minimums are appropriate. Would not retire sooner, but do like to retire close to minimum ages for maintenance issues (not QOS). Exceptions are Goshen and Thomas SLF,	Would not retire earlier in absence of requirements, and has not forced vehicles pass desired age. Have retired prior to FTA minimum (1993 TMC - due to CNG outdated). FTA approved early retirement	No, vehicles still have years/miles of remaining useful life after minimums have been attained

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		FTA requirement) due to high failure rates and maintenance.		retirement affected other MTA projects and delayed procurements to refund those projects		economical repair)	which have provided problems. Goshens keep longer than desired (are unreliable and unfit for fixed service)		
Does your state have a minimum vehicle life policy?	No	No	Yes: same for larger vehicles, more years/miles for smaller	Yes, 7 years to cover all bus types	No	No	Yes (more strict than FTA minimums on smaller vehicles).	Not stated	Yes, same as FTA minimums.
Recommendations	Options for agencies; inclusion of rehab costs as reimbursable; extended warranties as reimbursable.	Suggest shorter useful life is NOT feasible for heavy-duty operations and procurement methods; Minimum age/mileage should be increased to 12,15,18,20 and 24 years. FTA classification be revised for rehab costs to be included.	No, current minimums are appropriate. Cannot judge appropriateness for smaller since they were recently purchased (previously contracted)	Makes sense to provide options; mileage looks high on annual average, should include rebuild costs as capital reimbursement (improve maintenance), stipulations on use of FTA funds for rebuild; use testing to prequalify buses, higher-level specs from "White Book."	Reduce minimum age/mileage to reduce maintenance costs. Change 12-year 500,000-mile category for 40- ft heavy duty to 8-year 300,000 miles.	Allow more discretion on buses not performing at optimum level. In general, age is acceptable. No changes.	Retirement minimums are OK, extending them would be a problem due to increasing maintenance.	No, current minimums are appropriate.	Maintain current policy
Vehicle Life Classes									
Opinions on the usefulness and applicability of the current classification	FTA should provide options for each vehicle type; make rehab and warranty reimbursable; longer life	Mainly focus on heavy-duty buses; maybe extend heavy- duty specs to smaller buses too	No	Mileage seems high (calculate avg. annual mileage and apply to each option consistently).	Useful, but redefine to include 8-year, 300,000-mile heavy duty vehicles.	N/A	Retirement minimums are OK, extending them would be a problem due to increasing maintenance.	No revisions/reducti ons/increases to minimums.	They are good. They allow for the purchase of a quality product and still provide reasonable replacement for high-volume

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	shorter vehicles would be good, but are the required components & structure available??								areas.
1st Option (more durable, longer lasting vehicles)	Not right now; possibly in future	BRT vehicles not considered yet; have developed longer life vehicle specs with NYCT, WMATA and MBTA focused on stainless steel structure, composite panels and extensive rust protection	Only if other features come in, not just for the sake of durability	Yes in terms of durability, duty cycle places great strain on buses. Stainless steel is key to this.	No	If such vehicles truly had an extended vehicle life, METRO is very hard on vehicles, and struggle to get past 12 yrs.	No, not appropriate for market; concern of increasing maintenance costs and decreased reliability and service quality.	Yes	No. We are not in a high-volume service corridor and a longer life vehicle would only put us behind in technological advancements that are of benefit for safety and operating costs
2nd Option (less durable, shorter life vehicles)	Interesting, but do not see benefits. Component life is typically 6-8 yrs - would have to be in this range	No, do not believe can handle heavy- duty cycles	Skeptical that vehicle can be constructed with cost savings to make it cost effective option. Concern over increase of cost and effort of procurement process.	Would not apply to NYCT duty cycles	No. Looking for same heavy-duty vehicle with an 8 year minimum life requirement	Metro is hard on vehicles; could work if vehicles were suitably durable.	No, current age/mileage requirements are preferred. Concern: reduced life = reduce safety/reliability/ durability. Consider life expectancy of vehicle structure and components.	No revisions/reducti ons/increases to minimums.	Our experience with shorter-life, medium duty equipment has been negative. Increased operating and repair costs for the agency; more service disruptions and increased passenger dissatisfaction
3rd Option (allow agencies to replace vehicles as needed, relying upon funding formula constraints to limit fleet replacement activities)	Currently done by agency (15- year, major overhaul - considering mini overhauls in between). Would not do anything different	Does not affect agency (Canadian), but believe this is best way		Yes, but concern about capabilities of other agencies	No objection	Reasonable.		Should be done as an industry to cause a change in life expectancy of buses.	If funding match were changed to 50/50, 60/40, 70/30, 80/20, 90/10based on equipment age / mileage, it would encourage prudent maintenance and vehicle replacement practices

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4th Option (consisting of up to three different options of minimum retirement ages / mileages for each vehicle category, plus predefined rehabilitation requirements for each option.)  Effects of earlier bus replacement	Interesting, but not appropriate to 40-ft and with agency policies; would not alter procurement decisions; would probably require incentive  No price benefits with shorter life; components do not allow for shorter/longer life; sourcing of parts for older vehicles is a BIG issue (longer life would increase problem)	No, only do longer life durable procurements (no impacts to current procurement decisions); Heavy-duty 10-year option not useful - others OK (no experience with light-duty). Agency would require additional federal/provincia I funding	Interesting but skeptical. Rehab provisions are of no interest (no rehab performed). Concern over capacity of "rehab vendors" to meet increased demand and how rehab would be monitored and approved by FTA	Yes, like idea of options within consistent structure. Procurement decisions not affected - would like to consider 15-18 year options. Suggestion to reduce annual miles.	No, but suggest 8-year option.  Reduced maintenance costs, fuel costs, midlife rehab costs, emissions and increased customer satisfaction. No negative impacts	Yes; alter procurement by more evaluation of trade-offs (age vs. operating costs); Need to consider impact of sustaining vehicles on emissions. Challenge: Need to have good understanding of how increased age decreases QOS. Incentives: could encourage our procurement decisions to look at alternative procurement scenarios.  Shortens time to adopt new techn. (improved passenger amenities, efficient/lower emissions). Faster replacement means passengers benefit from newer equipment.	Like having more options. Interest in having rehab option but concern how smaller agencies might implement option (do not do rehabs, typically contracted out). Who would perform rehabs and to what level. General interest in longer, more reliable vehicles, no interest in short life (perceived as cheaper components/reliability/safety)  Cheaper buses = cheaper components = decreased reliability.	No; low price/bid not conducive to best value for rolling stock.	No. The mileages are too high for replacement @ the percentage of match funds. We would be always running older, behind the technological curve coaches.

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Extend Minimum Life: Additional costs, including maintenance	Little effect on current costs (policy is already at 15); some financial impacts from procurements that couldn't make 15 year. Maintenance expenses would increase because of increase in mean distance between failures	Increased need for mini overhauls of components; slightly increase - planned component overhauls helping to maintain reliability and cost increases.	Increased maintenance cost and demand more durable vehicles from manufacturers		Maintenance expenses would increase, approx. 8% per year.	Addition of mid- life overhaul program; higher rate of catastrophic failures and corresponding operating costs. Costs increase: Mid-life overhaul \$50-\$100k, plus 10-50% higher maintenance cost (higher component and structural failures). Reliability reduced by 10- 25%	Increased maintenance expenses. Passenger complaints also an issue (80% are work trips, 50% are captive riders)	Higher maintenance costs (corrosion could cause additional costs). Running repair costs could go up 10-15%, plus paint, cosmetic and corrosion repair to be evaluated for feasibility.	Would limit ability to purchase replacement coaches when funding was available; could force us to use antiquated less passenger friendly equipment and limit our ability to expand future service; maintenance costs would increase
Energy/Emissions impacts of earlier bus replacement	Slight increase in emissions, but larger increases from newer engine performance; Slight reductions in energy efficiency from original engine performance, but larger reductions from newer engine performances;	Have not seen increase or decrease; emissions not changing, energy nearly the same, no decline in performance.			Energy/Emissio ns would increase by 8% a year	Difficult to quantify. Energy efficiency: No, unless significant breakthrough in engine efficiency.		No on emissions, No on energy, newer engines are getting less mpg.	New technology is leading the charge to produce emissions free vehicles.; Not all older fleets will be able to retrofit to current and future EPA requirements

Issue Area	WMATA (Washington)	Toronto Transit	Montgomery Co. Ride-On	New York City Transit	MBTA (Boston)	LA MTA (Los Angeles)	Frederick Co.	Capital Metro (Austin, TX)	Jefferson Transit
Other options for FTA to consider					Consider an 8- year minimum life option for heavy-duty larger buses, keep same level of quality (no decrease in quality). Would improve customer satisfaction, reliability, maintenance, latest technologies, emissions, fuel economy, educated workforce, positive community perception	Other options: Large regional transit agencies should be allowed to use proposed "pooled procurement" approach. This allows for 90% reimbursement. They would have to allow other regional operators to piggy-back on those procurements	Supports development of more durable, better quality, "10-year" bus (30-ft Orions are too large for downtown); desire for sturdy/durable short vehicle capable of extended "heavy" duty.	No impact on performance, maintenance plans would be tailored to bus needs.	Base FTA replacement schedules on service/agency type; urban, rural or non- profit; high- volume or low- volume. Based on these criteria, use variable agency match as the incentive to regulate quality maintenance and vehicle life.
Vehicle Components –	Impacts of Life Exp	ectancv				·			
Is maintainability / life expectancy of vehicle components a key retirement driver	Structural members determine life (reason to retire early) - everything else is replaceable (choice is replace vs. maintain)	Yes; CNG buses had to be retired at 12 due to high maintenance - don't know for hybrids (expect same as diesel); AC drives rebuild every 5 years on hybrids; Expect 500k miles on engine; Structural corrosion is limited by stainless steel, composite panels and rust prevention efforts	No, although concerns of general maintainability are a factor		No. Retirement is aged-based, not component-based. No component is durable beyond expected 12-years.	Yes.	Increasing maintenance and decreasing reliability is primary concern of age.	Yes, if corrosion is bad then consider early replacement.	Yes.

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Components important to replacement decisions  Components with no impact on retirement	Heavy-Duty: Electrical system (tends to go at 15); Engine and transmission the most expensive	Body structure, panels, corrosive protection, drive train and suspension on low-floor vehicles  Doors, brakes, controls, windows, bumpers and interior replaced on a corrective basis. Doors, brakes and controls below			Components changed on corrective/failure basis: Engines, transmission, alternators, starters, A/C compressors, air compressors, fuel injectors, AVL assemblies.		Interviewee's area not capable of answer; general sense that no parts in particular cause problems, but typically a range of components become less reliable.	Structure, axes, exterior skin, floor; corrosion; Other issues typically resolved with proper maintenance.	Body condition (i.e. leaking, excessive corrosion); power plant; electronics failure; structural wear and integrity  Brakes, seats, stanchions, suspension, steering, transmission, paint, flooring, signage and
decisions	_	that expected							wheelchair lifts
Other Issues affecting I	Procurement Proces	Low bid with							
Current procurement policy for your agency	Best value negotiated based on price and other factors (low bid no good = lower quality)	tight specifications and brand requirements. No bids have been fully compliant. Needed to negotiate relative compliance to specs. Tight specifications focused on body, undercarriage and panels are more important in procurement	RFP - price is only 10% of evaluation; great emphasis on quality (evaluated by quality selection committee)		Low-bid	IFB & RFP. More advanced vehicles are usually purchased via negotiated procurement. Believe procurement process has an effect on quality and expected life of bus	Purchase through the state (MD MTA). Have "piggy backed" some procurements with other counties (low bid)	Best value, RFP	Piggy-back on existing FTA approved bids

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Impact of procurement methods on useful life	Big impact on useful life due to higher quality product received (vs. low bid = lower quality)	Impacts on longer-life requirements			Precludes known quality components	No impacts		Best value, as lowest bid does not always mean best value as the life expectancy could be worse. Believes procurement process has impact on quality and expected life of bus	Yes. If the bid options necessary for our service conditions are not available and yet we need to purchase the vehicle; that vehicle will be retired at the FTA minimum as opposed to exceeding the FTA replacement criteria
Suggestions	Enhance standard bus procurement guidelines to include performance- based specs and include more options/alternati ves. Current specs are too prescriptive					If there was a good way to accurately estimate vehicle life cycle costs for certain vehicles, especially composite vehicles.			Proviso for small agencies to add options necessary to their service area or require RFP agencies to include in bids as many allowable options as possible. It is not unusual to see a large agency produce specs with only their agency needs in mind and attach no options lists

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Impact of Buy America on useful life	Yes, structural members drive useful life and Buy America does limit/affect how a manufacturer develops structure. Buy America also limits design improvements due to limited market/competiti on for change	No requirements in Canada, but do limit European content to 20% due to their use of low-carbon steel. Have restricted use of frame design and manufacture from European suppliers.	Only applies to state-funded vehicles (which is a minority)		Reduce heavy- duty to 8 years	Somewhat true. Most Buy America compliant bus manuf build their bus structures outside of US, though don't know whether this has a qualitative impact. Given how small the US bus industry has become, the current provisions may be restricting how quickly US Transit Properties can adopt the latest international technologies.	Not qualified to answer (purchase through state)	Useful life is dependent upon procuring agency to know what they need and how to maintain.	The Buy- America requirements increase the cost of a vehicle without necessarily increasing its useful life. Lowering the Buy-America percentage will allow manufacturers to produce vehicles at a lower cost with the same or better quality. Example: Mercedes-Benz.
Altoona Testing - Use of Testing Results	Yes, use them, but not rigorous enough; Results included in price and other factor measurements for bid (weighed). More agencies should use results, recommend providing actual test results (vs. pass/fail)	Yes, use the bus testing results in the evaluation and require the New York drive files from the B-35 bus route shaker test	Not directly		Yes, new purchasing is a inhouse/consultant t function; consultants use Altoona when advising clients or writing specs. Data could be organized to establish quality ratings as a guide in achieving minimum life requirements. Suggestion: Expand Altoona testing to include quality rating system for buses.	Yes; reports are reviewed and discussed with vendors prior to all new bus deliveries.	Not qualified to answer (purchase through state)	Yes, testing is required by APTA guidelines. More testing as in Altoona will provide better information for agencies (but who will pay?)	The Altoona testing is done in such a manner that it is of no practical value to maintenance personnel or to operations for passenger safety; Competition between manufacturers is the best for achieving a quality long-life product. Altoona simply adds costs passed on to the transit system

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"White Book"									
Adapt guidelines to reflect alternative useful life options?	Very good idea; guidelines should be performance-based and offer alternatives/opti ons for each components; include extended warranties as just warranties. Need to develop plans to respond to many design exceptions	Yes, and use more onerous specs from Toronto, NYCT.			See similar options for medium/light duty. Yes	Only if there was an understanding that 10 years in heavy, urban transit can be far more severe than 15 in suburban.	Not qualified to answer (purchase through state)	Yes, as long as today's 12-year do not become tomorrow's 10-year	
Would you consider using design specification for an FTA approved 10 year bus?	No, due to 15- year Board policy; If policy changes, then maybe for limited specialty fleet like downtown circulators	No.			If bus components remained at 12-year level	Yes, but not necessarily agree that a 15-year bus for suburban use got more funding than a 10-year bus for urban use.	unough state)	Maybe	
Would you consider using design specification for an FTA approved 15 year bus?	Yes, this way now; would appreciate more work on bus specs for longer life buses	Already use; No experience in medium or light duty, but sounds ok.			No	I have yet to see a bus that will hold up well to 15 years service in heavy duty urban environment.	No, 15 years is too long.	Yes	
Would you consider similar useful life options for medium and light vehicles?	Do not use except for paratransit	No experience, but sounds ok			Yes	Not applicable		No, the light- duty market is OK.	

Issue Area	WMATA (Washington)	Toronto Transit	Montgomery Co. Ride-On	New York City Transit	MBTA (Boston)	LA MTA (Los Angeles)	Frederick Co.	Capital Metro (Austin, TX)	Jefferson Transit
Use of useful life exempt FTA demonstration programs to advance adoption of new technologies	Good idea to help move state of industry forward; use to introduce new technologies	Alternatives of interest to TTC are procurement of prototype buses from several manufactures to test in service before selection of supplier. This is similar to NYCT program. Also, maybe lease buses to test new manufacturer or model in operations before authorizing/appr oving for bid.	RideOn is too small, not in- depth experience with maintenance.		No	Yes	No as a smaller agency; small staff, limited resources, limited capability to support technologies.	Yes	No
Bus Procurement Diffic	ulties								
Difficulties keeping a vehicle in service through the minimum life requirement?	Yes, used vehicles for lighter duty, shorter service spans, then moved to spare and contingency until 12-year	Yes, 150 Orion 6 CNG buses that were unreliable and high maintenance. Retired at 12- years, trouble getting to that 12 years.			Yes, premature failure of cradles and frames	Yes, Methanol TMC buses in 1992 need to be converted to diesel to run reliably.	Goshens and Thomas SPFs, found to be unreliable for fixed route; now use for limited service on lower duty cycles or low ridership routes. This increases service hours of more reliable vehicles.	Yes, TMC CNG buses (outdated CNG)	No
Requested waiver from the service-life policy?	Yes, but rejected	Not applicable			No	Not in recent memory except for a handful of accident buses.	No		No

Issue Area	WMATA (Washington)	Toronto Transit	Montgomery Co. Ride-On	New York City Transit	MBTA (Boston)	LA MTA (Los Angeles)	Frederick Co.	Capital Metro (Austin, TX)	Jefferson Transit
	Good concept,								
	difficult to								
	quality/enforce.								
	Suggest for this								
	to work, there should be an								
	industry-wide								
	finding of poor								
	performance								
	(not just								
	agency) -						Yes, but need to		
	exclude them					Yes, if it were	define		
	from counting				Yes, under	necessary;	conditions under		
	against spare				constraint that	Option should	which it would		
	fleet, allow				manufactures	not be used 1)	be applicable.		
	agency to decide optimum	Yes. Had New			should be compelled to	following	Suggest really		
	retirement, and	Flyer and Icarus artic space			ensure the	completion of normal warranty	only apply to limited and fairly		
	ensure	frame corrosion			structural	period, 2) when	serious		
	remaining years	problem and			integrity and	the annual	conditions.		
	funding rolled	structural			durability of bus	operating cost	Own/Self		
	into next	failures that had			frames with min.	or fleet reliability	problems not	Yes, if	
	procurement	to be			maintenance	are substantially	sufficiently	responsible	
Reaction to creation	(perhaps with	expensively			requirements	different than	problematic to	party (bus	
of a "Lemon Law" for	higher local	maintained to			over the min life	the rest of an	warrant use of	supplier) is dealt	
problem vehicles	funding reqs)	make 12-years.	Great!		of the vehicle.	agency's fleet.	option.	with.	Yes
						Policies need to			
						consider			
						difference between large			
						urban operators			
						and small			
Other Suggestions						suburban or			
and or Comments						rural operators.			

## APPENDIX B. SUMMARY OF VEHICLE MANUFACTURER SURVEY

Issue Area	Orion Bus Industries	Millennium Transit	Optima Bus Corporation
General Life Expectations			
Current buses manufactured	Two models, 30-40 length, 44-47 passengers. Minimum life: 12 years; Expected: 18 years. Altoona tested.	No inventory provided.	Three models: (1) Opus Under 30', 30.5' length, 23-27 passengers. Minimum, scheduled, manuf. estimated life of 12 years. (2) Opus Under 35', 35' length, 31 passengers. Minimum, scheduled and manuf. estimated life of 12 years. (3) American Heritage Streetcar, 28.75' length, 28 passengers. Minimum, scheduled, and manuf. estimated life of 12 years.
Marketing based on FTA categories (y/n)	Yes	Yes, vehicles in 12-year service-life category tested and sold.	Yes
Vehicles not subjected to Bus Testing Regulation	Yes, the Sprinter Van, bought by smaller agencies with local money.	Yes and No. Same buses are sold in Canada, which do not have to meet regulation (sell based on service record).	Yes, FTA granted waiver to perform additional testing on "Opus Under 35" vehicles.
Specific expected-life characteristics	18-year vehicles in Canada. Agency customers ask for longer warranty period, and extensive corrosion resistance in Eastern part of country (high salt environment).	No, transit operators want buses that hold-up (argue their environment is the most severe). Not all 12-year buses created equal (New York does not purchase Bluebirds tested at 12-year, does not hold up to NY environment).	Yes, request from agency customers is for heavy-duty transit buses, normally aligned with FTA minimums. However, they may choose to keep vehicles in service longer. Primary determinants of vehicle retirement age: operating environment and duty cycle, maintenance needs above 12-year age.
Recommendation of mid- life overhaul (y/n)	Do not recommend on chassis. Cannot predict future condition of vehicle, depends on duty, environment, maintenance, etc.	Do not recommend or get involved. No benefits to manufacturer if agency does or does not perform overhaul - overhaul funds go to component vendors.	Recommend following vehicle and component maintenance schedule. Need for mid-life overhaul dependent on duty cycle of vehicle.
Components included in overhaul recommendation	No on chassis. Engine and transmission should be replaced. Manufacturer provides few unique parts for overhaul; most parts are purchased directly from vendor.	Provide few unique parts for overhaul, but most parts are purchased directly from vendors.	Engines, transmission, suspension and axle (approx. cost of overhaul or update is a little over \$18k)
FTA Minimum Requirement	ds		
Impacts by FTA minimums (design driver)	Yes, especially the 12-year category. Category fundamentally drives design; 12-year is heavy-duty benchmark.	Buses built to meet FTA service-life requirements. Impacts would be from changes: (1) sell less buses if increased to 15 years, and (2) be put in competition with lighter-bus manufacturers if requirements decreased to 8 years. Corrosion requirements dictate use of stainless steel and aluminum instead of mild steel.	Yes, design and durability affected by minimums. Compete in heavy-duty market, thus need to design for 12-year/500,000-mile vehicles. Build relationship with agency as vehicles sold approach minimum ages. Also affects sales of parts, after components fail past warranty period but before reaching minimum age. Drive design by specifying service-life requirements to component suppliers; chassis and body durability and testing requirements of category establish engineering design levels for load, stress and fatigue criteria.

Issue Area	Orion Bus Industries	Millennium Transit	Optima Bus Corporation
Vehicles or components affected	Components not replaceable or cannot be rebuilt - such as chassis.	Structure required to last 12 years without class 1 or 2 failures. Warranty periods depends on component manufacturers. Engine manufacturers charger higher for 12-year warranty (i.e., price of 4 engines)	Chassis, body, axles, suspension, engine, transmission, floor, crash worthiness and air conditioner.
Customer requests different than FTA minimums	Canada requests 18-year vehicles. Others want a 15-year life for chassis, CNG tanks with 15 to 20-year service life.	No.	No.
Recommendations/Chang es to current FTA minimums New Vehicle Life Classes	There has been debate over "12-year" build vehicles not durable enough (ensure testing is within right category). Altoona testing should be more (stress the durability more) and have more of a pass/fail aspect.	No changes. Lower minimums would put company in competition with smaller-bus manufacturers. Increase of service life would result in less vehicles sold. Do not believe longer, more durable bus can be manufactured. Already build most durable buses out there.	No changes recommended to current minimums. Classifications should be revised if tied directly to Altoona Bus Testing, and monitor/regulation should be revised (less arbitrary, subjective method). FTA minimum retirement ages are arbitrary classifications, driven by Altoona testing. Testing not always reliable benchmark as manufacturers choose category to test under. Vehicles are also not given rating. Testing not monitored by FTA or governing body. In the eyes of the industry, Altoona bus testing drives life expectancy of buses, although transit operators cannot review testing reports. Bus testing reports should be a determining factor because it gives insight into durability and reliability (failure types, problems, etc.).
			Minimum retirement age based on Altoona Bus
Current usefulness/applicability of vehicle classification	Categories are not definite enough. They conflict with EPA definitions and weight classes are too loose.	It is what it is.	Testing: no pass/fail assignment, manufacturers choose classification to test under. Vehicles are given classification when it completes test, regardless of length of test time or durability. This gives marketing edge, which forces manufacturers to test at highest possible classification regardless of vehicle's quality or durability.
Option 1: Longer-life vehicl	es		
Interest in manufacturing	Yes	No, do not believe more durable buses can be manufactured.	No, components would not survive longer minimum retirement ages. In most cases, component manufacturers cannot produce more durable components. Also, duty cycle plays a key role in retirement decisions. Larger, specialized BRT vehicles would more likely have strenuous duty cycle, affecting ability to meet longer-life requirement.
Characteristics	Characteristics would include being inherently resistant to corrosion, and have a higher GVW (over 33,000 lbs category).		Component suppliers would have to provide longer, more durable components. Longer-life vehicle would be heavier (heavy-duty parts or higher-cost materials), would reduce fuel economy and would increase purchase price.

Issue Area	Orion Bus Industries	Millennium Transit	Optima Bus Corporation
Challenges	Challenges would be to encourage a modular design (beneficial to operators). Same bus in different lengths, the weight class is the discriminator. Rebuild cycles would create problems with part availabilities such as engine parts.	Could not support today's technology for long periods (engines, software).	Cannot increase life-expectancy of components, increase purchase price.
Option 2: Shorter-life vehic	cles		
Interest in manufacturing	Yes - the need of transit operators differ, especially duty cycles and suburban/urban areas.	No, focus is on 12-year buses. Less desirable would mean eliminating options, use of mild steel, less expensive components. European design methodology previously used for low-floor bus - did not pass testing.	Not our market niche.
Characteristics	Lighter weight, lower-cost components, lower expectation of durability, maybe lighter duty engine.	Truck engines and axles, cheap seats, medium heavy-duty engines.	Not our market niche.
Challenges	Establishing market for these vehicles.	Getting cost out from components, not structure.	Not our market niche.
Other options	None.	None.	New vehicle types: hybrid electric. Properties: diesel or gasoline engine that rotates a generator, providing electric power to electric mothers through either batteries or ultra-capacitors to an electric motor driving the rear wheels.
Vehicle Components	'		
Effects of maintainability/life- expectancy of vehicle component on service life	Structure dictates life of vehicle - retirement comes as structure cannot be economically repaired.	Yes, specifically the major component systems.	Yes, maintainability and availability of parts plays a key role in retirement decision. Another driver of retirement is the perception of ridership and willingness to ride older vehicles (vs. newer vehicles that may attract more riders).
Components that impact service life	Structure, chassis.	Engine (CNGs do not last as long as diesel), transmission, destination signs, axles, HVAC, CNG tanks	No specific components listed. Overall maintainability and quality of vehicle impacts retirement decision.
Components that do not impact service life	Wear items, glass, moving parts, wiring harness.	Seats, hand rail-stanchions, radios, destination signs, fare box, windows - changed as needed.	Customers have transferred the following items from 15-year old vehicles to new vehicles in all of our models: fare boxes, radios and voice announcement systems.
Challenges to vehicle components with longer vehicles	No challenges to longer-life vehicles - already build 18-year vehicles.	Challenges to longer-life: no change to engine warranty by engine manufacturers, batteries on hybrids.	Parts becoming obsolescent as a driving factor. Challenges of longer-life vehicles to the following components affect all models: engine, transmissions, axles, lack of stainless steel chassis, suspension package, fiberglass components, electronic systems (including wiring), HVAC system, brakes, air system, alternators, and doors (and door controls).

Issue Area	Orion Bus Industries	Millennium Transit	Optima Bus Corporation
Challenges to vehicle components with shorter vehicles	Challenges to shorter-life vehicles: take out cost with reduced service life, smaller engines, lighter axle rating.	Challenges to shorter-life vehicles: de-rating components (use lighter-duty components from automotive industry), mild steel structure (if benign operating environment was certain).	Downgrade of design of each vehicle. Vehicles have been designed for 12-year/500,000-miles; mindset of industry demand for this vehicle type would have to change if life expectancy decreased. No specific components stated.
Component life-		Yes - engine, transmission, HVAC (by refrigerator	·
expectancy driven by		truck market), axles (drop axles not specific to bus	
other markets	Yes - axles, brakes, engines (but not transmission).	market - off road is larger market).	

## **APPENDIX C. ENGINEERING INTERVIEWS**

Questions	CATS (Charlotte, NC)	Golden Gate Transit (San Francisco, CA)	Harris County Metro (Houston, TX)	LA MTA (Los Angeles, CA)	Lane Transit District (Eugene, OR)	MUNI (San Francisco, CA)	WMATA (Washington, DC)
Service-life policy and	<del></del>	(Sali Francisco, CA)	(Houston, TX)	(LOS Angeles, CA)	(Eugene, OK)	(San Francisco, CA)	(washington, DC)
How does your agency define the useful life?	By age and then mileage	Useful life is determined primarily by age but GGT will keep buses longer if condition is good	Useful life is FTA 12 year	The MTA uses the FTA definition of useful life: 500,000 miles, 12 years, 40,000 miles/year	LTD defines useful life according to FTA's service life criteria	Muni uses 12 years as economic useful life of buses. Muni's buses are often in service for up to 16 years	FTA and APTA New Bus Procurement Guidelines
Does your agency have a target useful life for your standard 40 foot transit buses? What is it for smaller buses?	Target is for 12 years but can get 15 years from heavy-duty buses. The target is 5 years/150,000 miles for cutaways	Target is 12 years. Buses are typically inservice for 14 years. OTR coaches are kept for 16 years	Target is 12 years	13 years or 500,000 miles	LTD targets 15-year service life. Smaller buses are replaced at 7-year	Same as above	Policy is 15 years
Life Extending Practice	s: What are they?						
What life extending practices does your agency utilize if any?				MTA uses an extensive maintenance program to maintain its fleet of 2,400 buses	Nothing on structure	Midlife overhauls of engines, flooring and other components as needed, fleet wide campaigns as necessary (battery replacement, etc).	Preventive maintenance (PM) and Vehicle overhaul (VOH) programs
Preventive maintenance?	PMs are done by mileage at 6K and 12K. As the Gillig Phantoms aged, they were required to have a 3K PM due to engine issues	Rigorous PM program which includes engine oil and transmission fluid analysis at each oil change interval, providing early warning of problems		Mid-life overhauls: interiors, suspension, paint, engine.	Basic		Daily – pretrip, 3,000 mile – Minor mechanical, 12,000 mile - Major mechanical PM inspections, 18-day interior housecleaning
Specify corrosion resistant structure materials (aluminum, stainless steel)	New bus specification are for a stainless steel structure	Do not spec entire stainless steel bus, but will specify at critical areas such as power train mounting locations	Do not spec stainless steel		None. Eugene doesn't have issues with corrosion	Buses speced to be built with corrosion resistant materials but allow the bus builder to specify brand	Stainless steel & protected carbon steel
Specify undercoating			Undercoating is included in specification		None		Interior tube rust inhibitor; Tectyl 506, Waxoy or equal. Undercarriage; Tectyl 127 CG or equal

Questions	CATS (Charlotte, NC)	Golden Gate Transit	Harris County Metro (Houston, TX)	LA MTA (Los Angeles, CA)	Lane Transit District	MUNI (San Francisco, CA)	WMATA
10/ 10 10 10 10 10 10 10 10 10 10 10 10 10		(San Francisco, CA)	(Houston, TX)	(LOS Aligeles, CA)	(Eugene, OR)	(Sali Francisco, CA)	(Washington, DC)
Warranty. What are you	ur warranty requirements	for a 40° transit bus?		<u> </u>	<u> </u>	<u> </u>	<u> </u>
Engine	2 year standard warranty (new spec calls for 5 year extended warranty)	5 year extended warranty	2 year standard warranty: METRO does not use extended warranties as FTA does not fund	2 year standard warranty	Standard 2-year. On new engine designs, LTD purchases extended 5-year warranties		5 years / 300,000 miles
Transmission	1 year standard warranty (new spec calls for 5 year	5 year extended	2 year standard	2 year standard	Same as angine		5 years / 300,000
Transmission  Bus structure	extended warranty)	12 year corrosion warranty	warranty	2 year standard warranty	Same as engine  If more than 10% failure rate, considered fleet defect per specification		40' bus – 12 years / 500,000 miles
Procurement and Legis	lation	•					·
Do you think the low bid process has impacted the expected useful life of transit buses and vans?	CATS does not use low bid, they use a Best Value negotiated procurement.	Yes – bus builders must use lower cost/lower quality materials to compete and/or use lower cost/less qualified labor to assemble bus. GGT has used a negotiated procurement on their last vehicle purchase	Yes – they had a very bad experience with Neoplan which was a low bid procurement	Yes, absolutely. The MTA has been burned by low bid processes.	Not if you have a tight specification. If your specification is tight, the manufacturer can not substitute inferior quality parts that could cause service life issues	Muni uses negotiated/best value method. In past electric trolley bus fleet procurement the low bid winner was an Eastern European manufacturer that typically had shorter life spans than North American customer expectations.	Yes. Negotiated procurements give more flexibility to acquire more reliable components and system
Do you think the Buy America ACT in any way impacts the expected useful life of transit buses and vans?	Limits choices, especially for BRT type vehicles. However this is not a current concern for CATS.  CATS stated that this is a good thing. It has not influenced early retirement of buses, but has required retrofits to older	No  CARB regulations more stringent than EPA's. Resulted in small California transit bus engine market of only 400 engines per year, making these engines	No – does not impact useful life	MTA operates in the most restrictive regulatory environment. State EPA audits emissions	No negative impact. LTD's challenge is complying with the regulation in performing inspections and assuring component content source Diesel particulate filters on 2004 engine plugging prematurely causing excess back pressure. This back pressure is expected to reduce life of the engine. Too early to	There is not enough background data to know this.	
EPA Emissions?	buses	an expensive		twice per year	tell how much		

Questions	CATS	Golden Gate Transit	Harris County Metro	LA MTA	Lane Transit District	MUNI	WMATA
FTA ADA?	Has impacted facilities, but not vehicles	(San Francisco, CA)	(Houston, TX)	(Los Angeles, CA)	None Good requirement. Helps assure the	(San Francisco, CA)  On a recent bus procurement, an ADA compliant wheelchair ramp was mechanically inferior to manufacture's standard ramp because the cables were tested and found more likely to fail in service	(Washington, DC)
FTA Bus Testing Regulation?		No			availability of quality products		
Impact of Service Envir	ronment / Vehicle Structu	re on Useful Life					
Have you had any issues in meeting the FTA 12 year minimum life requirement?	Have not had an issue with 40' buses.	No	Engine cradles with NABI buses were a problem – but were addressed by the manufacturer	No, as long as maintenance is performed, the MTA meets the 12 year life	No issues with meeting 12-year life.	No	Aggressive PM's and mid-life overhaul programs have allowed us to meet minimum life requirements for transit buses.
What is the primary determinant of the useful life of the structure (service environment, age, mileage)?	Mileage	Service environment. A unique Californian impact is the requirement to recycle bus wash water – this was found to be corrosive to the buses	Service environment. Buses on demanding service routes get beat up much more quickly than buses of similar age or mileage.	1) Construction 2) Environment. The MTA operates in a harsh environment. Every street has manhole storm drains that beat up the fleet on a daily basis.	Age, mileage, repair costs and safety issues	Muni's severe service environment (i.e. the topography)	Service environment, age, and mileage; plus life extending practices
To what extent does was your service environment the cause of early vehicle retirement?	Charlotte's service environment not a major determinant of useful life	GGT replaces buses at 12-14 years this is not necessarily because they are worn out	Results in cracking body, loosening of panels, more rattles	The environment is a key factor in the life of the fleet.	It doesn't. Mild temperature	Early failures are sometimes seen around the interfaces between suspension and frame or axle and suspension if not properly designed for the Muni topography	Service environment causing early retirement of the vehicle is highly unlikely.
Do you consider your service environment more severe, average, or less severe than the national average	Less severe to average (roads are in good shape, do not use salt, no snow)	Less severe to average	Average	More severe. The buses are abused by the environment, loads, and service demands	Less severe	Severe: Muni topography is unique and requires structure development is necessary and limited to a certain extent by foreign or domestic suppliers	Average to more severe due to winter salting of road surfaces

Questions	CATS	Golden Gate Transit	Harris County Metro	LA MTA	Lane Transit District	MUNI	WMATA
Questions	(Charlotte, NC)	(San Francisco, CA)	(Houston, TX)	(Los Angeles, CA)	(Eugene, OR)	(San Francisco, CA)	(Washington, DC)
Different designs: Low	Floor or Articulated						
Do you expect the useful life of low-floor vehicles to be less than or greater than standard buses?	Only expect 12 years from low floor buses, but could get 15 years from high floor buses	Have not run the low floor artics long enough to form an opinion	No	No issues	Too early to tell. Low floor buses require more frequent replacement of suspension parts	Hope and expect the same based on testing and analysis	Equal to standard bus
What about articulated vehicles?	Na				Recently purchased some New Flyer articulated buses. Too early to tell	Same as above	Equal to standard bus
What about for smaller cutaway and body on frame constructed buses?	Had a 5-year target but high mileage and demanding service made it difficult to achieve		METRO Lift vans were originally purchased to keep for 3 years – will keep for 5 years		No data	Muni does not employ these types of buses	
Planned/scheduled over	erhauls						
Do you perform a major mid-life rehab?	No	No. Repair / replace components as needed	No. Buses are fixed when broken	Sometimes (no due to funding and manpower)	No. LTD has studied, but decided it wasn't worth doing	No (just drive train). Flooring and other components as necessary	Mid life overhauls are performed to standard 40' 12-year bus at the 4 and 8-year interval
Do you perform engine / transmission overhauls at regular intervals?	No. Replace with rebuilt engine /transmission as needed. Typically swap out an engine at 200,000-300,000 miles (6-9 years).	GGT performs regular oil and fluid analysis for engines and transmissions. to identify pending engine/transmission problems	No. Will replace as needed. A bus will go through 2-3 engines and 3-4 transmissions over its life	Engines 250,000	Yes. Engine: 350k miles, Trans: 250k miles	Yes. Midlife	Engine and transmission overhauls are performed to standard 40' 12-year bus at the mid-life vehicle overhaul
Reliability of vehicles a	s age increases						
How significant are reliability issues as your vehicles approach the end of their useful life?	CATS is a young agency and it does not have long term service experience.	GGT has not seen a deterioration of vehicle reliability as vehicles age. This attributed to the PM program	Will see vehicles become more expensive to run as they age.	If the fleet is maintained, the life can be achieved.	Maintenance requirements do go up as age of vehicle increases	It varies from fleet type to fleet type	Vehicles approaching the end of their useful life are less reliable and more costly to maintain depending on the life extending practices employed
Do you have quantitative measures of reliability versus vehicle age?	Quarterly audits are performed that sample 25% of the fleet.		METRO tracks operating costs, not necessarily reliability. Buses are replaced when they are considered too expensive to operate		No. In process of switching to a new maintenance management system	Yes	No quantitative measures of vehicle reliability vs. age are employed at this time

Questions	CATS (Charlotte, NC)	Golden Gate Transit (San Francisco, CA)	Harris County Metro (Houston, TX)	LA MTA (Los Angeles, CA)	Lane Transit District (Eugene, OR)	MUNI (San Francisco, CA)	WMATA (Washington, DC)
Have you encountered issues sourcing replacement components for older buses?		Yes – this is always an issue	Yes – can no longer get parts for Neoplans and have problems sourcing parts for European OTR coaches. In contrast, older RTS buses kept in service for up to 18 years.	Yes. Example: Detroit Diesel has gone out of the transit bus business. Parts are no longer available	No. Oldest buses are 1991 Gilligs. Parts are available	Yes. This happens often with non-US supplied parts or if the bus builder or supplier goes out of business	New vehicle procurement contracts contain provisions that ensure support from the OEM for the life of the vehicle for items such as replacement parts
Alt-Fuels / and Hybrid \	/ehicles						
Has the useful life of alt fuels vehicles been less than standard diesel vehicles?	CATS has two Allison hybrids. There is concern that the extra weight may impact structure life	N/A. Will begin testing ethanol/diesel blend this year	No longer operate alternate fuel vehicles due to fueling station issues	Too early to tell. The CNG buses require 30% more manpower to maintain	Na	Too early to tell	We anticipate their useful life to be equal to standard bus.
Alternatively, how does their long-term maintainability compare with standard diesel vehicles?	The hybrid buses have very low maintenance. Both buses have exceeded 50% longer brake life and may also achieve longer oil change intervals.	N/A			Na	Too early to compare. Anticipate Muni may have to spend more time maintaining batteries	Equal to standard bus
New Technologies (AV	L, AVM, APCs, Multiplexi	ng, collision avoidance, ca	ameras)				
How do you expect the long-term performance of vehicles with new technologies will compare with older, less technology oriented vehicles?		Will take more resources to maintain buses with additional equipment which will impact vehicle life if maintenance resources switched from vehicle PM to maintaining new technology			Too early to tell. Think of this type of equipment as separate from the bus. Upgrades are necessary as the equipment ages independent of the bus age.		Equal to standard bus
Alternatively, how do you expect their long-term maintainability to compare to standard vehicles with less equipment?		All of these systems result in higher electrical loads on the bus. It is expected that there will be electrical system problems previously not seen on standard buses with less equipment		Maintaining new technologies is a challenge. The staff are not trained on maintaining new technologies.		The more high tech features a bus has, the more failures are experienced. For example, a new fleet of electric trolley buses had significantly higher failure rates (lower mean distances between failures)	Equal to standard bus

Questions	CATS (Charlotte, NC)	Golden Gate Transit (San Francisco, CA)	Harris County Metro (Houston, TX)	LA MTA (Los Angeles, CA)	Lane Transit District (Eugene, OR)	MUNI (San Francisco, CA)	WMATA (Washington, DC)
	Anticipate that all these additional						
	systems will have an						
	impact on long-term						
	life of electrical system due to the						
	additional loads						
Do you think	(have not had good	No. Currently buses					
reliability with these	reliability with	are not held out of	These technologies				No, at this time we do
vehicles as they age	cameras). Bus radio	service if these	will increase				not anticipate the
will lead to the need	is the system that will	systems (i.e.	maintenance costs				need for a greater
for a greater spare	keep a bus from	cameras) are not	but will not impact		This may be an issue.		spare fleet due to
fleet?	going into service.	working	useful life		Too early to tell	Yes	reliability issues

# APPENDIX D. MINIMUM LIFE-CYCLE COST METHODOLOGY

Chapter 7 presents the results of life-cycle cost analyses for each of the existing FTA minimum service-life categories. This appendix presents the methodology behind that analysis. Specifically, this discussion includes:

- Adjustment of participant agency supplied life-cycle cost data to reflect differences in annual fleet mileage
- Calculation of annualized cost factors
- Calculation of annualized vehicle acquisition, major component replacements and vehicle rehabilitation costs
- Regression analysis and annualization of O&M costs
- Calculation of total annualized costs.

## **Conversion of Participant Life-Cycle Costs to Reflect Differences in Annual Mileage**

Agencies and vehicle manufacturers participating in this study supplied life cycle costs for major component replacements and rehabilitations of their transit vehicles (see Appendix E). Note, however, that the agencies providing data have annual mileages that are close to the national average (i.e., about 37,000 miles annually for a 12-year bus). Hence, while the timing of major component replacements for these agencies is representative of industry averages, they are not representative of agency fleets with lower or higher average annual mileages (e.g., 25,000 or 45,000 miles per vehicle per year respectively). As discussed in Chapter 6, agencies with lower annual fleet mileages per vehicle will be able to "stretch-out" their major component replacement cycles, while agencies with high annual mileages per vehicle will need to accelerate those cycles relative to operators with average fleet mileages.

Therefore, to conduct analyses considered representative of the nation's full distribution of transit fleet mileages, the life-cycle cost data were adjusted to replicate the annual mileage of three separate annual vehicle mileage groups: 25,000 miles; 35,000 miles; and 45,000 miles. This adjustment was completed by first converting each component's reported replacement *age* to a replacement *mileage* value based on the annual vehicle mileage of the operator supplying the data (i.e., multiply annual mileage by the component replacement age). Next, the replacement mileage values for each major component were used to determine the number of years that component would remain in service for fleets of varying annual average vehicle mileages. For example, if bus engine was determined to have roughly 250,000 miles between rebuilds, operators with only 25,000 miles in annual service only need to rebuild this engine in (250,000 miles) / (25,000 miles per year) = 10 years. In contrast, an agency operating its vehicles 45,000 miles each year will need to rebuild the engine in roughly 5.5 years.

## **Calculation of Annualized Cost Factors**

Next, all vehicle costs—including the cost of vehicle acquisition, major component replacements, rehabilitation activities, and operating and maintenance (O&M) costs—need to be converted to an annualized basis. Annualizing tells us what the cost of each item would be, on a per year basis, if maintained in service for x years. Here, the value of the annualized cost can be calculated for any value of x, allowing determination of the annualized cost if the vehicle is owned for a period of time including 1 year, 2 years, 12 years, 18 years or more.

The factor for annualizing any cost is given by the following:

Table D-1
Annualization Factors (7.0%)

Annualization

$((x, y)^{-t})$	Years	Factor	1/Years
Annualized Cost Factor= $\left(i/\left(1-\left(1+i\right)^{-t}\right)\right)$	1	1.070	1.000
	2	0.553	0.500
Here, t is the number of years a component or	3	0.381	0.333
vehicle is expected to remain in service and <i>i</i> is the	4	0.295	0.250
discount rate (set to 7 percent for this analysis in	5	0.244	0.200
compliance with OMB guidance). Note that the	6	0.210	0.167
	7	0.186	0.143
value of the annualized cost factor declines as the	8	0.167	0.125
number of service years for a component increases	9	0.153	0.111
(i.e., as the cost of that component is spread over an	10	0.142	0.100
increasing number of service years). The values for	11	0.133	0.091
the annualized cost factor at different years of	12	0.126	0.083
service are presented in <b>Table D-1</b> (for the sake of	13	0.120	0.077
comparison, Table D-1 also includes the value of	14	0.114	0.071
1/years, a frequently used but imprecise means of	15	0.110	0.067
	16	0.106	0.063
estimating annualized cost).	17	0.102	0.059
	18	0.099	0.056
Calculation of Annualized Vehicle	19	0.097	0.053
Acquisition Major Component	20	0.094	0.050

# Acquisition of Annualized Vehicle Acquisition, Major Component Replacement and Rehabilitation Costs

Next, these annualized cost factors were used to estimate the annualized value of all vehicle costs excluding O&M costs. This was merely a matter of annualizing the costs of vehicle acquisition, major component replacement, and rehabilitation activities using the annualization factors. This calculation is presented below. The double summation represents the discounted cost of all components (x) replaced as of vehicle age t. The value Annualized Vehicle Cost t then, provides a vehicle's total annualized cost value were that vehicle to be retired at age t (excluding O&M costs, which are considered next).

 $Annualized\ Vehicle\ Cost_{t}\ = \left(Vehicle\ Acquisition\ Cost + \sum\sum ComponentCost_{x,t}\right)*\left(i/(1-(1+i)^{-t})\right)$ 

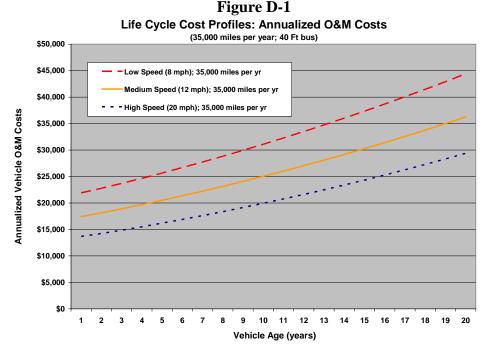
## Regression Analysis and Annualization of O&M Costs

To this point, the analysis has excluded all vehicle O&M costs (e.g., fuel, preventive maintenance, and corrective maintenance). As noted in Chapter 6, O&M costs tend to increase overtime as vehicles age (i.e., as smaller parts begin to fail more regularly and fuel economy tends to decrease). The first step for this analysis was to develop regression models to model increasing O&M costs with increasing vehicle age. Unfortunately, this study did not have the resources required to conduct a detailed primary data collection effort of O&M costs by vehicle age for all five minimum service-life categories (and across multiple operators). For this reason, members of the study team drew upon an earlier analysis completed for a group of over 40 different small and medium sized bus operators based in Illinois. Together, these Illinois operators use each of the bus and van types represented by FTA's five minimum service-life categories and have multiple years of cost records for their vehicle fleets.

Analysis of Illinois O&M cost data yielded the following regression model of O&M cost per mile at vehicle life-to-date (LTD) mileage *x* for 40-foot buses (t-stats in parenthesis):

Cost per mile at LTD mileage 
$$x = -0.783 + 4.01E-07*(LTD Miles) - 0.0317*(Operating Speed)$$
 (-9.41) (5.11) (-5.27)

The results of this model are presented in Figure D-1.



Finally, the equation above provides the cost per mile at different LTD mileages. However, to calculate the annualized values of O&M costs at age *t*, these LTD mileage based costs must be summed across the full life of the vehicle through age t, discounted and then annualized.

#### **Calculation of Total Annualized Costs**

Once O&M costs are added to the mix, the final calculation of total annualized cost is given by:

$$Annualized \textit{Vehicle Cost}_{i} = \left( \textit{Vehicle Acquisition Cost} + \sum\sum \textit{Component Cost}_{x,t} + \textit{LTDO \& M Costs} \right) * \left( i / (1 - (1 + i)^{-t}) \right) + (1 - (1 - i)^{-t})$$

This analysis was then used to calculate total annualized cost at each age to determine the specific vehicle age at which life-cycle costs for each vehicle type are minimized.

# APPENDIX E. HEAVY-DUTY VEHICLE LIFE-CYCLE COST ANALYSIS

Chapter 7 provides a high-level minimum life-cycle cost analysis for heavy-duty, 12-year transit buses. The presentation there is indented to provide the reader with a high-level overview of that analysis—yielding an understanding of the results but without focusing on the details of the analysis. In contrast, this appendix reproduces much of that presentation, this time providing an understanding of the details behind that analysis (including application of the minimum life-cycle cost analysis as presented in Appendix D).

#### **Heavy Duty Vehicle Life-Cycle Cost Analysis**

Using the analysis of national differences in operating characteristics and rehabilitation practices as presented in Chapter 6, this appendix develops a detailed life-cycle cost analysis of the 12-year, 40-foot vehicles that constitute the bulk of the nation's bus transit fleets. This analysis is then used to identify that point in the vehicle life cycle when the sum total of all annualized costs (capital, operating, maintenance, and rehabilitation) is minimized. This minimum life-cycle cost point represents a financially optimal age to retire and replace a vehicle, in effect providing a measure of "economic useful life" (as distinguished from an engineering useful life or other measure). As expected, the point at which life-cycle costs are minimized can vary appreciably given differences in annual mileages, average operating speeds, and rehabilitation practices.

Specifically, this analysis considers the following life-cycle costs:

- Acquisition Cost and Disposal Value: Purchase cost plus related procurement costs as well as the expected sale price or scrap value of the used vehicle.
- Expected Component Replacements and Mid-Life Overhaul Costs: This includes the cost of all expected component replacements and rebuilds that naturally occur over the life of a vehicle (e.g., drive train rebuild) as well as the cost of any additional planned mid-life overhaul activities (if any). These costs are oriented toward the larger component replacement, rebuild, or rehabilitation needs and exclude the cost of minor vehicle repairs. Examples include:
  - Engine and transmission rebuilds
  - Other expected component replacements (e.g., brakes, tires, batteries, suspension)
  - Mid-life overhaul costs (e.g., repainting; replacement of flooring, upholstery, windows; bodywork)
- Operating and Maintenance Costs: Includes the cost of fuel, preventative maintenance programs, and the cost of all labor and parts for minor repairs as required to maintain vehicles in good working order.

The following sub-sections provide an analysis of the expected annual cost of these different cost types throughout the vehicle life cycle, beginning with a discussion of expected component replacement and mid-life overhaul costs.

#### **Expected Component Replacement and Overhaul Costs**

**Figure E-1** presents the distribution of expected major component replacement and overhaul costs over a potential 20-year life cycle for a 40-foot transit bus (hence, it excludes the cost of vehicle acquisition and all other vehicle operating and maintenance costs). The chart assumes a vehicle that averages 35,000 miles per year over the full life cycle. The chart also considers the two cases of: (1) those agencies that complete an extensive mid-life overhaul and (2) those agencies that do not complete a mid-life rebuild but carry out their major component replacements on a continuous, as-needed basis. The analysis also assumes that the number of times a given replacement/rebuild activity is performed depends on the vehicle's age at the time of retirement. For example, if engine rebuilds occur on roughly a six-year cycle (every 210,000 miles), then this activity will occur once for a vehicle retired before 12 years, twice for a vehicle retired before 18 years, and 3 times for a vehicle retired at age 20 or later. Similarly, it is assumed that agencies currently pursuing a major mid-life rebuild program at vehicle age 7 (for example) would want to repeat the process again at age 14 if the vehicle was expected to operate well past that age.

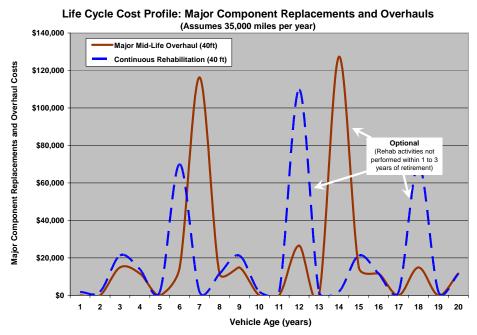


Figure E-1

In reviewing Figure E-1, it is easy to identify the timing of major vehicle replacement activities. In particular, the timing of the seven-year major mid-life overhaul (and its potential repetition at age 14) stands out clearly. These investments include the cost of engine and transmission rebuilds, repainting, significant rehab and replacement of vehicle interiors (flooring, upholstery, and windows), bodywork as needed, some electrical work, and other upgrades. In contrast, the mid-life peaks for those agencies that do not perform a major mid-life overhaul are significantly

lower (fewer rehab activities equate to lower costs) but also have higher cost peaks for the intervening years (as some replacement activities tend to be more spread out). The smaller peaks primarily represent replacement of those components having shorter expected lives including tires, brakes, and batteries.

From the viewpoint of evaluating FTA's service-life policy, the key point is that, whether or not an agency conducts a major mid-life overhaul, there are major cost cycles that are repeated throughout an vehicle's life cycle, which are roughly concurrent with drive-train rebuilds (e.g., the cost peaks at roughly ages 6 to 7 and 12 to 14 in Figure E-1). These major cycles help guide agency rehab-replacement decisions—specifically, agencies will only complete a major vehicle rehabilitation initiative if they intend to keep that vehicle in service for at least three to five years after these improvements have been made. For example, in the case of a heavy-duty vehicle approaching 12 years in age, an agency will only reinvest in that vehicle (e.g., rebuild/replace the engine and transmission) if the agency intends to obtain an additional three to five years of revenue service from that vehicle. Otherwise, these rehabilitation activities will be avoided (to save cost) and the vehicle will be retired *after* the minimum retirement requirements have been satisfied. To summarize, vehicle rehab and replacement decisions are determined by the timing of the vehicle's major reinvestment cycles, with the timing of these cycles determined by annual vehicle mileage, average operating speed and environment, and agency maintenance practices.

Finally, the difference in the timing of the "mid-life" activities, as presented in Figure E-1, is an artifact of the particular operating characteristics, maintenance practices, and service performance standards of the sample of agencies that provided data for this study. In other words, it should not be expected that all major mid-life overhauls only occur at age seven (they may happen earlier or later depending on differences in average annual mileage, rehab policies, funding availability, and other factors). Similarly, those agencies that perform more continuous rehabs do not all concentrate their "mid-life" activities at age six. Rather, these activities are "spread out" over multiple years. Again, the exact timing of these activities can and do occur at differing times for different agencies depending on differences in annual mileages, rehabilitation practices, and operator finances.

**Figure E-2** highlights how differences in annual vehicle mileages can impact the timing and cost of component replacement and overhaul activities. Specifically, this example presents the expected life-cycle cost profile for agencies performing major mid-life rebuilds but with fleet vehicles traveling an average of 45,000; 35,000; or 25,000 miles per year. As expected, vehicles traveling fewer miles per year require less frequent component replacements (and hence lower average annual costs), while higher mileage vehicles have more frequent component replacement needs. This same analysis is repeated for those agencies that do not perform major mid-life rehabs in **Figure E-3**.

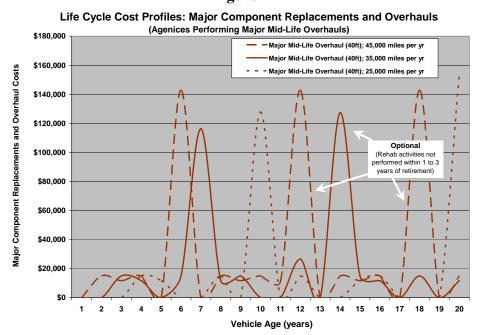


Figure E-2

#### Annualized Acquisition, Major Component Replacement, and Overhaul Costs

The analysis next adds the cost of vehicle acquisition to the component and mid-life rehabilitation costs considered above (operating and maintenance costs are considered shortly). All of these costs are then annualized over different time periods. The combined, annualized costs are presented in **Figure E-4**. The cost values in this chart provide a measure of the average cost of ownership for a 40-foot vehicle at each vehicle age. <sup>15</sup> As the number of years of ownership increase, the vehicle's acquisition cost is spread over an increasing number of years, thus reducing the average annualized cost of ownership (leading to the downward sloping curve). The bumps in this curve capture the timing of major component replacement and overhaul activities (costs that also decrease on an annualized basis as vehicle age increases as these costs are spread over increasing years of service).

Figure E-3

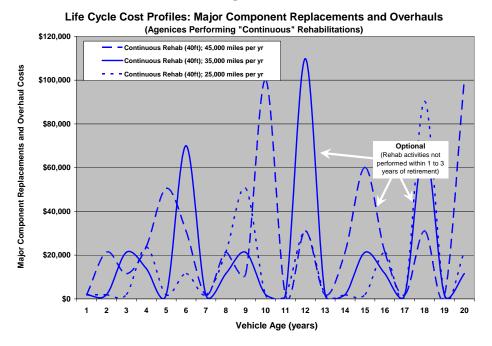
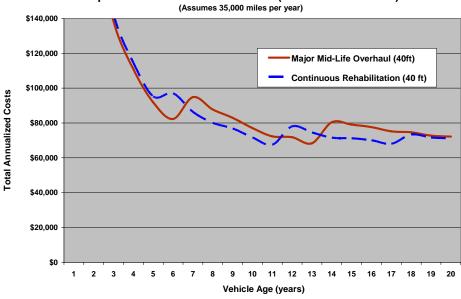


Figure E-4
Life Cycle Cost Profiles: Vehicle Acquisition, Major Component Replacements and Overhaul Costs (excludes O&M costs)



**Figure E-5** reproduces the analysis in Figure E-4 for those agencies that do pursue comprehensive mid-life overhauls, but this time for the three annual mileage groupings including 45,000, 35,000, or 25,000 miles. **Figure E-6** does the same for agencies that perform vehicle rehabilitation on a more continuous basis. Both of these charts capture the increase in annualized cost as annual vehicle miles increase, the higher annualized costs for those agencies pursuing

extensive mid-life overhauls, and the overall flattening of the annualized cost curves as the number of years of service approaches and surpasses 12 years.

Figure E-5
Life Cycle Cost Profiles: Vehicle Acquisition, Major Component
Replacements and Overhaul Costs (excludes O&M costs)

(Agencies that Perform Major Mid-Life Overhauls)

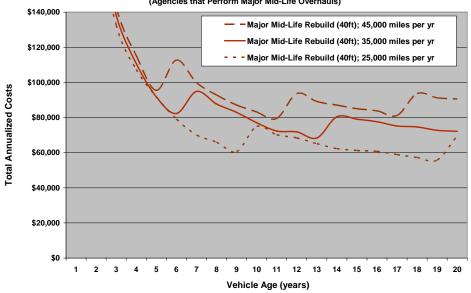
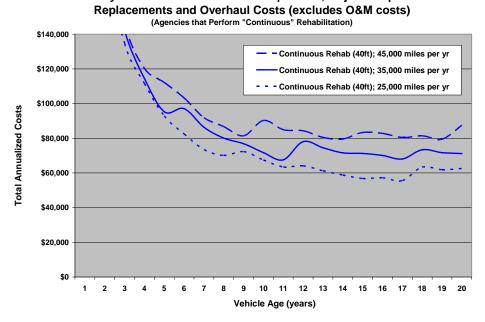


Figure E-6
Life Cycle Cost Profiles: Vehicle Acquisition, Major Component



#### **Annualized Operating and Maintenance Costs**

The analysis above considers all life-cycle costs excluding basic operating and maintenance (O&M) costs (i.e., the cost of fuel, and corrective and preventive maintenance). As described above, vehicle O&M costs tend to increase as the total number of vehicle miles increase. O&M costs also tend to be higher for fleets operating in more congested urban areas, and hence experiencing heavy-duty cycles. Figure E-7 presents estimates of changes in annual vehicle operating and maintenance costs based on data obtained from a sample of bus operators throughout the State of Illinois.

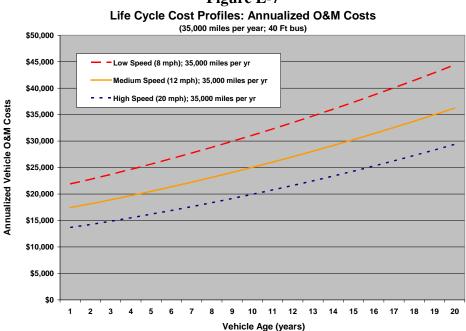


Figure E-7

#### **Total Annualized Life-Cycle Costs**

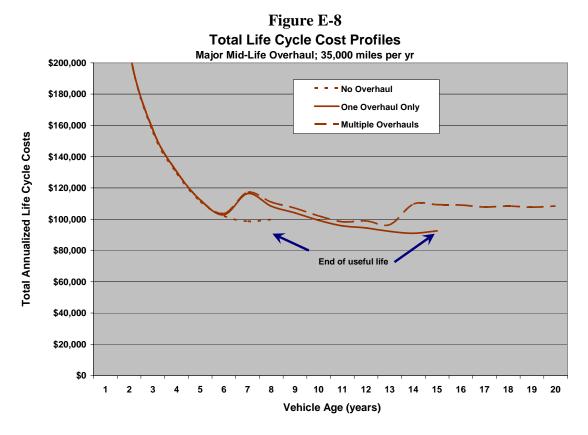
Finally, this section combines all of the prior annualized costs—including the costs of vehicle acquisition, major component replacement, major overhaul (if any), and operations and maintenance (O&M) costs—into a single annualized cost measure. The analysis then considers the annualized vehicle costs and minimum cost replacement points for the following combinations of operator characteristics:

- Performance of major mid-life overhaul: yes or no
- Differing annual average mileages: 25,000; 35,000; and 45,000 miles per year
- Number of overhauls (for agencies performing major mid-life overhauls) or drive train rebuilds (for agencies performing continuous rehabilitation) over the life of the vehicle including: No overhaul (or drive train rebuild), one overhaul (or drive train rebuild), and multiple overhauls (or drive train rebuilds)

This represents a total of 18 different scenarios for analysis.

#### **Agencies Performing Major Mid-Life Overhauls**

**Figure E-8** presents the total life-cycle cost profile (including annualized acquisition, component replacement, vehicle overhaul, and O&M costs) for an agency that: (1) performs a major mid-life overhaul and (2) operates its fleet vehicles an average of 35,000 miles per year (roughly the national average). The three lines in the chart consider the differing options of: (1) performing no mid-life overhaul (including no mid-life drive train rebuild), (2) performing one mid-life overhaul (the standard), and (3) performing two "mid-life" overhauls (the second to extend vehicle life toward 20 years).



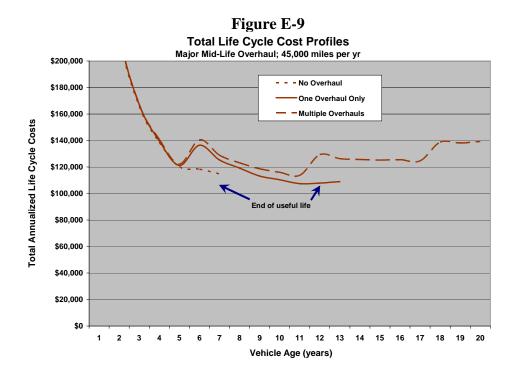
Note that the cost curve for the "no overhaul" scenario has been cut off at age 8, while the curve for the "one overhaul only" curve has been cut off at vehicle age 15. These cut-off points reflect the assumption that agencies not performing an engine and transmission rebuild at approximately age six or seven cannot expect the vehicle to remain in reliable working order more than a few years (e.g., age eight). Similarly, if the agency completed a major rebuild at age 7, an additional major rebuild will be required to maintain service quality beyond age 14 or 15. The results in Figure E-8 suggest that total annualized life-cycle costs are: (1) minimized at different vehicle ages for the three major overhaul options (none, one, or two) and (2) are lowest for the one-overhaul option and highest for the two-overhaul option. **Table E-1** presents the cost minimum amounts and ages for these three alternatives.

Table E-1 Life-Cycle Cost Minimums: Major Mid-Life Overhauls – 35,000 Annual Miles

Number of Overhauls	Annualized Life-Cycle Cost Minimum (\$2006)	Vehicle Age at Cost Minimum (years)
No Overhaul	\$99,000	Between 7 to 8
One Overhaul	\$91,000	Between 14 to 15
Multiple Overhauls*	\$96,000	13

<sup>\*</sup> This option does not make logical sense as the minimum cost point is reached before the second major rehabilitation

Both the chart and table indicate that the one-overhaul option is the optimal choice from a cost perspective and that this minimum cost point is reached at roughly age 14 to 15, or two to three years after the current FTA service-life minimum for this "12-year" vehicle type. In contrast, the multiple-overhaul option is not cost effective relative to either the no- or one-overhaul options (as its cost minimum is both *higher* and *earlier* than the one-overhaul alternative and *prior* to the second overhaul). Overall, the annualized cost differences between each option are clear but not significantly different (i.e., the most expansive, no-overhaul option is roughly 10 percent more than the least expensive, one-overhaul option).



The analysis above suggests that life cycle costs for a 40-foot vehicle averaging roughly 35,000 miles per year and receiving a major mid-life overhaul occurs roughly around age 14 or 15, or two to three years after the current FTA minimum of 12 years. Note here that 35,000 annual miles is roughly the national average for this vehicle type.

For vehicles with lower or high average annual mileages, **Figure E-9** considers the life-cycle cost profiles for the 45,000 annual mile scenario, and **Figure E-10** for the 25,000 annual mile scenario.

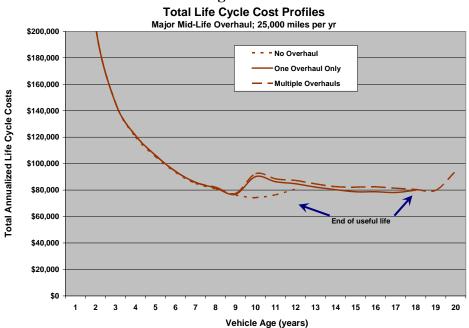


Figure E-10

**High Annual Mileage (45,000 per year): Figure E-9** considers the case of an agency that does perform an extensive mid-life overhaul with fleet vehicles traveling an average of 45,000 miles per year. In this case, the one-overhaul option is clearly the most cost effective (**Table E-2**). In this case, the cost minimum is reached somewhere between 11 and 12 years of vehicle life and close to 500,000 miles. In contrast, neither the multiple major overhaul nor the no-overhaul options appear while the no-overhaul option being (marginally) the most expensive.

Table E-2 Life-Cycle Cost Minimums: Major Mid-Life Overhauls – 45,000 Annual Miles

Number of Overhauls	Annualized Life-Cycle Cost Minimum (\$2006)	Vehicle Age at Cost Minimum (years)	
No Overhaul	\$115,000	7	
One Overhaul	\$108,000	Between 11 and 12	
Multiple Overhauls	\$114,000	Between 10 and 11	

Low Annual Mileage (25,000 per year): Figure E-10 considers an agency that does perform an extensive mid-life overhaul but with fleet vehicles traveling an average of 25,000 miles per year. In this case, the no-overhaul option is the most cost effective (**Table E-3**), but only marginally more so as compared to the one-overhaul option.

Table E-3 Life-Cycle Cost Minimums: Major Mid-Life Overhauls; 25,000 Annual Miles

Number of Overhauls	Annualized Life-Cycle Cost Minimum (\$2006)	Vehicle Age at Cost Minimum
No Overhaul	\$74,000	10
One Overhaul	\$78,000	17
Multiple Overhauls	\$79,000	19

As will be shown later when considering those agencies that do not perform a major-mid-life overhaul (i.e., those that perform continuous rehabilitations), agencies with lower annual mileage per fleet vehicle may be better off performing less than the full overhaul and retiring their 12-year fleet vehicles some time after ages 14 or 15. (Note here that this and all other scenarios were evaluated based on the data obtained for this study. In reality, it is not certain that there are any agencies with low annual miles per vehicle that actually perform a full life-extending overhaul).

#### **Summary: Agencies Performing Major Mid-Life Overhauls**

In summary, for those agencies that do perform major life-extending rehabilitations, the one-overhaul option appears to be the most cost effective for most operators (i.e., those with average or higher annual mileage). From a cost-effective perspective, those with lower mileage (i.e., less than or equal to 25,000 miles annually) are likely best off performing a scaled-down rehabilitation around age 9 and then operating the vehicle past age 14 (this scenario will be considered in greater depth in the following section under the "continuous" rehabilitation agency discussion). The multiple-overhaul option was not found to be cost effective within the scenarios considered here (in all cases, this option experiences its cost minimum before a second rehabilitation is undertaken). Finally, while the one-overhaul option generally appears to be the most cost effective, the total life-cycle cost difference between this and the no-overhaul option (on an annualized basis) was not found to be more than 10 percent.

#### Implications for Useful Life: Agencies Performing Major Mid-Life Overhauls

When evaluated solely in terms of cost-effectiveness, vehicles with average mileages of between 35,000 and 45,000 miles per year reach their minimum annualized life-cycle cost after the FTA's current 12-year minimum retirement age (i.e., 14 years for vehicles with 35,000 annual miles and 12 years for vehicles with 45,000 annual miles). Assuming agencies with lower mileages choose to avoid the more-extensive mid-life rehabilitation in favor of the less-expensive continuous rehabilitation (as discussed below), these agencies reach their minimum annualized life-cycle cost between ages 14 and 16 (depending on the rehabilitation activities completed).

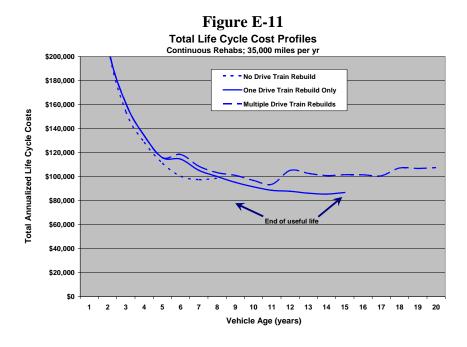
#### **Agencies Practicing Continuous Rehabilitation**

The preceding analysis considered those agencies that undertake major life-extending overhauls some time near the mid-point of a vehicle's expected useful life (examples include New York City Transit, New Jersey Transit, and WMATA). These agencies are characterized by above-average duty cycles, high ridership, and highly congested urban environments—factors that require more significant rehabilitation activities to ensure reliable operability and quality of service over the vehicle's life. In contrast, most U.S. transit operators (in particular, the smaller and mid-size operators) do not perform a single, major mid-life overhaul. Rather, these agencies complete rehabilitation activities on an as-needed or continuous basis. Moreover, these agencies will ultimately perform many, if not most, of the same rehabilitation activities as those agencies that do complete a major overhaul, but not in a single, coordinated event. In other words, these operators tend to spread their rehabilitation activities throughout the vehicle's life cycle.

**Rehabilitation Assumptions**: Once again, agencies performing continuous vehicle rehabilitation complete many of the same rehabilitation activities as those conducting a full mid-life overhaul. The following are key examples of rehabilitation activities not typically performed by continuous rehabilitation operators: chassis or structural element refurbishment or reconstruction (not related to a significant accident), major body work, complete refurbishment of vehicle interior, replacement of fare collection equipment, interior climate control replacement, and electrical system upgrades. 16

Similar to the analysis above, this analysis of the continuous rehabilitation operators does assume that operators make a determination of how many major rehabilitation cycles their vehicles undergo throughout the vehicle's life cycle. Specifically, the analysis considers the options of: (1) one drive train rebuild, (2) multiple drive train rebuilds, or (3) no drive train rebuild. Despite its name, the "no drive train rebuild" scenario considered here does assume one transmission rebuild three or four years into the vehicle life cycle. However, this is the only drive train rehabilitation activity assumed under the "no drive train rebuild" scenario.

Average Annual Mileage (35,000 per year): Figure E-11 presents the total life-cycle cost profile (including annualized acquisition, component replacement, vehicle overhaul, and O&M costs) for an agency that: (1) performs continuous vehicle rehabilitation and (2) operates its fleet vehicles an average of 35,000 miles per year (roughly the national average).



<sup>&</sup>lt;sup>16</sup> In practice, the complete list of rehabilitation activities performed over a vehicle's life cycle can vary significantly across agencies. Hence, some "continuous rehab agencies" may perform one or more of the rehabilitation activities excluded from this analysis of this agency "type." Moreover, continuous rehab agencies will sometimes need to perform some of these activities on a periodic basis due to extenuating circumstances (e.g., problem vehicles/components or accident repairs). The intention here is to group operators into two basic types: those that do and those that do not perform major mid-life overhauls. In reality, there is a range of rehabilitation practices, each particular to the specific needs, objectives, and management practices of the nation's many bus operators.

**Table E-4** shows that, in this case, the one-drive-train rebuild option is clearly the most cost effective. Similar to the above, the multiple-drive-train rebuild scenario experiences its cost minimum prior to the second rebuild event, thus negating any logic to multiple rebuilds. In contrast, the no-drive-train rebuild scenario does not provide sufficient time to distribute vehicle acquisition costs over sufficient years to compete with the one-rebuild option. This option is roughly 15 percent more costly as compared to the one-drive-train rebuild option.

Table E-4 Life-Cycle Cost Minimums: Continuous Rehabilitation – 35,000 Annual Miles

Number of Overhauls	Annualized Life-Cycle Cost Minimum (\$2006)	Vehicle Age at Cost Minimum
No Drive Train Rebuild	\$97,000	7
One Drive Train Rebuild	\$85,000	14
Multiple Drive Train Rebuilds	\$94,000	11

**High Annual Mileage (45,000 per year): Figure E-12** considers the case of an agency performing continuous rehabilitations with fleet vehicles traveling an average of 45,000 miles per year. Here again, the one-drive-train rebuild option is easily the most cost effective, occurring at roughly age 14. This option is roughly 15 percent more cost effective as compared to the no-drive-train rebuild option.

**Table E-5** summarizes the life-cycle cost analysis and the results of the minimum-cost values for each of the high-mileage scenarios presented in Figure E-12. For this higher-mileage scenario, the one-rebuild option is necessary to reach the 12-year life and provides the lowest minimum life-cycle cost.

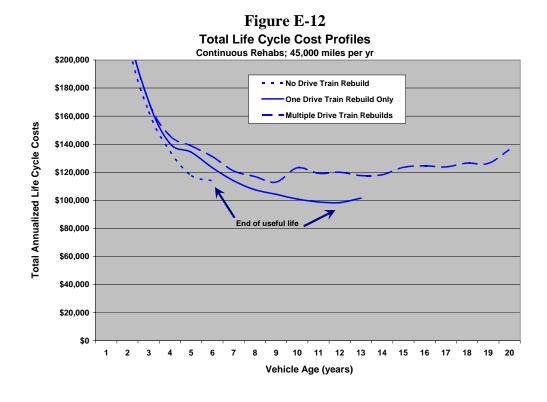


Table E-5
Life-Cycle Cost Minimums: Continuous Rehabilitation – 45,000 Annual Miles

Number of Overhauls	Annualized Life-Cycle Cost Minimum (\$2006)	Vehicle Age at Cost Minimum
No Drive Train Rebuild	\$114,000	6
One Drive Train Rebuild	\$98,000	12
Multiple Drive Train Rebuilds	\$113,000	9

Low Annual Mileage (25,000 per year): Figure E-13 considers the case of an agency performing continuous rehabilitation with fleet vehicles traveling an average of 25,000 miles per year. In this case, the one-drive train rebuild option is marginally more cost effective as compared to the no-rebuild option. Once again, the multiple-rebuild option makes little sense, with the cost minimum attained just prior to the second engine rebuild event.

**Table E-6** summarizes the life-cycle cost analysis and the results of the minimum-cost values for each of the high-mileage scenarios presented in Figure E-13. For this higher-mileage scenario, the one-rebuild option is necessary to reach the 12-year life and also provides the lowest minimum life-cycle cost.

Figure E-13 **Total Life Cycle Cost Profiles** Continuous Rehabs; 25,000 miles per yr \$200.000 - No Drive Train Rebuild \$180,000 One Drive Train Rebuild Only \$160,000 Multiple Drive Train Rebuilds **Total Annualized Life Cycle Costs** \$140,000 \$120,000 \$100,000 \$80.000 \$60,000 End of useful li \$40,000 \$20,000 Vehicle Age (years)

Table E-6 Life-Cycle Cost Minimums: Continuous Rehabilitation – 25,000 Annual Miles

Number of Overhauls	Annualized Life-Cycle Cost Minimum (\$2006)	Vehicle Age at Cost Minimum
No Drive Train Rebuild	\$76,000	9
One Drive Train Rebuild	\$72,000	17
Multiple Drive Train Rebuilds	\$78,000	17

#### **Summary: Agencies Performing Continuous Vehicle Rehabilitation**

In summary, for those agencies that do perform vehicle rehabilitations on a continuous, asneeded basis, the one-overhaul option appears to be the most cost effective for operators high, average, and low annual mileages (with the advantage being only marginal for lower mileage operators). The multiple-overhaul option was not found to be cost effective within the scenarios considered here (in all cases, this option experiences its cost minimum *before* a second rebuild is undertaken). Finally, the one-drive-train rebuild option was found to have roughly a 15-percent cost advantage over the other options for operators with 35,000 or more in annual mileage. This advantage was only a little more than 5 percent for agencies with 25,000 in annual mileage.

#### Implications for Useful Life: Agencies Performing Continuous Rehabilitation

When evaluated solely in terms of cost-effectiveness, vehicles with average annual mileages of 25,000; 35,000; and 45,000 miles per year reach their minimum annualized life-cycle cost on or after FTA's current 12-year minimum retirement age (i.e., 17 years for vehicles with 25,000 annual miles, 14 years for vehicles with 35,000 annual miles, and 12 years for vehicles with 45,000 annual miles).

#### **Summary: Minimum Life-Cycle Cost Values and Ages**

**Tables E-7 and E-8** respectively identify the minimum annualized life cycle cost values and the ages at which these cost minimums are attained (by annual vehicle mileage). Each table highlights the cost minimum values and ages for each annual mileage group.

Table E-7
Minimum Life-Cycle Cost Values (\$2006)\*

Annual	Agency Performs: Major Mid-Life Overhauls		Agency Performs: Continuous Vehicle Rehabilitation			
Vehicle Mileage	No Overhaul	One Overhaul	Multiple Overhauls	No Drive Train Replacement	One Drive Train Replacement	Multiple Drive Train Replacements
25,000	\$74,000	\$78,000	\$79,000	\$76,000	\$72,000	\$78,000
35,000	\$99,000	\$91,000	\$96,000	\$97,000	\$85,000	\$94,000
45,000	\$115,000	\$108,000	\$114,000	\$114,000	\$98,000	\$113,000

<sup>\*</sup> Note: Differences in costs between agencies that do and do not perform major mid-life overhauls reflect both: (1) differences in rehabilitation activities performed and (2) differences in the cost data provided by those agencies participating in this study.

With one exception, minimum life-cycle cost is attained at or after the current FTA 12-year minimum. The exception is those agencies with 25,000 average annual miles that ordinarily perform a major life-extending rehabilitation. (As noted above, it is unlikely that agencies would pursue this option as, with only 25,000 miles per year, it is likely more cost-effective to perform a less extensive rehabilitation around year 10 and then operate the vehicle until age 14 or later).

Table E-8 Minimum Life-Cycle Cost Ages

Annual		Agency Performs: Major Mid-Life Overhauls		Agency Performs: Continuous Vehicle Rehabilitation		
Vehicle Mileage	No Overhaul	One Overhaul	Multiple Overhauls	No Drive Train Replacement	One Drive Train Replacement	Multiple Drive Train Replacements
25,000	10	17	19	9	17	17
35,000	9	14	13	7	14	11
45,000	7	12	11	6	12	9

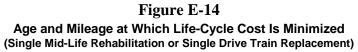
#### **Higher-Mileage Vehicles**

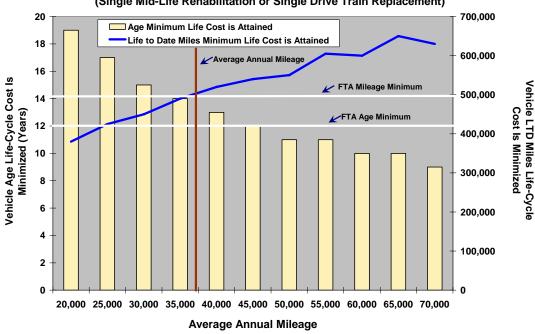
The vehicles with 45,000 miles experience their cost minimum at 12 years. When converted to miles, this equates to 540,000 miles (12 X 45,000) by the age of retirement. Here again, the lifecycle cost analysis results are in line with the current FTA minimum life requirements of 12 years *or* 500,000 miles. Hence, although the age at which the minimum life-cycle cost value is attained continues to decline as average annual mileage increases, these operators can take advantage of FTA's current minimum 12-year *or* 500,000-mile-of-service option to ensure retirement at the minimum life-cycle cost point. Hence, based on this cost-effectiveness assessment, the current minimum-life mileage requirement of 500,000 appears reasonable.

#### **Generalized Analysis**

The analysis above considered the minimum life-cycle cost for three specific annual vehicle mileages: 25,000; 35,000 (the national average); and 45,000. **Figure E-14** provides the ages and LTD mileages at which life-cycle costs are minimized for vehicles traveling between 20,000 miles and 70,000 miles annually. Here, the solid bars and left-side axis present the ages at which life-cycle costs are minimized for this range of annual vehicle mileages. The solid line and right-hand axis present the LTD mileages at which life-cycle costs are minimized.

Review of E-14 suggests that, from a cost-effective perspective, FTA's current retirement minimums (for large buses) of 12 years or 500,000 miles represent reasonable choices. For *all* annual vehicle mileages, the minimum cost point is attained at either an age or mileage that exceeds one or both of the FTA minimums for these measures. In all cases, the difference between one and both of the current FTA minimum requirements also provides some margin for the early retirement of vehicles with reliability problems. For example, vehicles traveling an average of 40,000 miles per year could reach their cost minimums at age 13 and an LTD mileage of 520,000 miles. Hence, this provides a "margin" of one year or 20,000 miles of optimal service beyond the FTA minimum for an average vehicle or the option to reduce service life by these amounts for less reliable vehicles. Moreover, this difference between the 12-year and 500,000-mile minimum is smallest (while still providing a meaningful early retirement margin) for vehicles that average between 30,000 and 45,000 miles of travel per year. Together, these vehicles account for more than 70 percent of the nation's large buses.





# APPENDIX F. AGENCY SUPPLIED LIFE-CYCLE COST DATA

The following are the contents of the life-cycle cost database created for this study using data supplied by the local transit operators and vehicle manufacturers responding to the study interview guide. This information includes the expected cost and timing (in years) for replacement of all major vehicle components. The cost data have been "pooled" and averaged here to provide a more complete and representative set of vehicle life-cycle costs. Given this pooling, the tables below present cost data for three different "operator" types:

- Large operators that perform a major mid-life rehabilitations
- Operators that do not perform mid-life overhauls
- Vehicle manufacturers supplying life-cycle cost data.

In the end, the life-cycle cost data supplied by the vehicle manufacturers was not used for this study as it was found to differ significantly from the actual cost experiences of the nation's transit operators. Also, the cost data supplied by agencies (including those that do and do not perform major rehab activities) is representative of agencies with average annual mileages of roughly 37,500 annual miles (for those do perform major mid-life rehabilitations) and roughly 36,000 miles (those than do not major mid-life rehabilitations). These cost data were then adjusted accordingly for the analyses presented in Chapter 6.

Table F-1
Large Operator: With Major Rehab

Comp ID	Group	Component	Replacement Cost	Expected Life (years)
1	Body	Structure		14
2	Body	Exterior and Applied Panels		
3	Body	Paint	\$2,500.00	7
4	Body	Interior		
5	Body	Floor	\$2,200.00	7
6	Body	Steps and Stepwells	\$120.00	7
7	Body	Wheel Housings	\$1,720.00	7
8	Body	Exit Passenger Doors	\$3,000.00	7
9	Body	Service Compartment		
10	Body	Engine door Access Doors		
11	Operating Components	Doors	\$38.00	7
12	Operating Components	Windshield Wipers and Washers	\$190.00	3
13	Operating Components	Headlight Assy Lighting		
14	Operating Components	Dimmer switch Controls		
15	Operating Components	Speedometer Instruments		
16	Interior	Trim Panels		
17	Interior	Headlining		

Comp	Group	Component	Replacement Cost	Expected Life (years)
	Interior	Front End	Cost	(years)
	Interior	Rear End		
	Interior	Passenger Info and Advertising		
	Interior	One Seat Insert Passenger Seats	\$3,400.00	7
	Interior	Driver's Seat	\$1,356.00	3
	Interior	Rubber Floor Covering	¥ 1/000100	
	Windows	Windshield	\$2,500.00	14
	Windows	Driver's Side Window	\$500.00	14
26	Windows	Side Windows	\$3,000.00	14
27	Insulation	Insulation		
28	Ancillary Items	Dash Panels		
	Ancillary Items	Visors		
30	Ancillary Items	Chime Exit Signal		
31	Ancillary Items	Outside Mirrors	\$760.00	3
32	Ancillary Items	Inside Mirrors		
33	Passenger Assists	Front Doorway		
34	Passenger Assists	Vestibule		
35	Passenger Assists	Overhead		
36	Passenger Assists	One Set Insert Longitudinal Seats		
37	Passenger Assists	Rear Doorway		
38	Bumpers	Front Bumper	\$1,893.00	7
39	Bumpers	Rear Bumper	\$923.00	7
40	Destination Signs	Run Box Run Numbers	\$6,545.00	7
41	Destination Signs	Rear Route # Route Numbers		
42	Destination Signs	Front Main Auxiliary Destination Sign		
43	Destination Signs	Fare Collection Device		
44	Destination Signs	Wheelchair Lift	\$12,000.00	7
45	Destination Signs	Wheelchair Restraints		
46	ITS Components	AVL		
47	ITS Components	APC		
48	ITS Components	Others		
49	Propulsion System	Engine Mounts	\$500.00	7
50	Propulsion System	Accessories	\$2,000.00	7
51	Propulsion System	Pump Hydraulic Drive	\$1,200.00	7
	Propulsion System	Engine	\$12,940.00	7
53	Propulsion System	Radiator Cooling System	\$3,700.00	3
	Propulsion System	Transmission	\$11,643.00	4
	Propulsion System	Muffler Cat Conv Exhaust System	\$4,300.00	7
	Propulsion System	EGR Emissions Control Devices	\$1,900.00	7
	Propulsion System	Reman Diff Axles and Differential	\$9,000.00	7
	Propulsion System	Sway Bar Suspension		
	Propulsion System	Air Springs		
60	Propulsion System	Shock Absorbers		

Comp ID	Group	Component	Replacement Cost	Expected Life (years)
61	Propulsion System	Steering Gear		J ,
62	Propulsion System	Steering		
63	Brakes	Brake Chamber Actuators		
64	Brakes	Rear Axel Set Friction Material		
65	Brakes	Hubs	\$2,800.00	7
66	Brakes	One Drums or Rotors		
67	Brakes	Compressor Air System	\$3,500.00	3
68	Brakes	Wheels		
69	Brakes	Tires	\$1,600.00	3
70	Fuel System	Fuel Tank		
71	Fuel System	Fuel Filler		
72	Electrical Components	Batteries		
73	Electrical Components	Master Battery Switch		
74	Electrical Components	Fire Detectors		
75	Electrical Components	Radio Noise Suppression		
76	Interior Climate Control	Master control a/c heat Controls		
77	Interior Climate Control	Plenums and Vents		
78	Interior Climate Control	Filter Air Intakes		
79	Interior Climate Control	Radio & Public Address System	\$8,000.00	7
99	Body/Structure	Other Overhaul Costs	\$7,000.00	7
99	Body/Body	Other Overhaul Costs	\$3,000.00	7
99	Interior	Other Overhaul Costs	\$8,244.00	7
99	Fare Collection	Other Overhaul Costs	\$5,000.00	14
99	Suspension	Other Overhaul Costs	\$4,600.00	7
99	Brakes	Other Overhaul Costs	\$5,000.00	7
99	Fuel System	Other Overhaul Costs	\$1,500.00	7
99	Electrical Components	Other Overhaul Costs	\$3,810.00	3
	Interior Climate Control	Other Overhaul Costs	\$10,000.00	7

Table F-2 Mid to Large Operator: No Major Rehab

Comp ID	Group	Component	Replacement Cost	Expected Life (years)
1	Body	Structure		12
2	Body	Exterior and Applied Panels	\$180.26	12
3	Body	Paint	\$3,000.00	6
4	Body	Interior		12
5	Body	Floor		12
6	Body	Steps and Stepwells		12
7	Body	Wheel Housings		12
8	Body	Exit Passenger Doors	\$1,742.44	6
9	Body	Service Compartment		12
10	Body	Engine door Access Doors	\$2,350.71	6

Comp	Group	Component	Replacement Cost	Expected Life (years)
	Operating Components	Doors	\$332.23	4
	Operating Components	Windshield Wipers and Washers	\$247.06	1
	Operating Components	Headlight Assy Lighting	\$108.28	1
	Operating Components	Dimmer switch Controls	\$89.62	3
	Operating Components	Speedometer Instruments	\$101.68	3
	Interior	Trim Panels	7.00.000	12
17	Interior	Headlining		12
18	Interior	Front End		12
19	Interior	Rear End		12
20	Interior	Passenger Info and Advertising		12
21	Interior	One Seat Insert Passenger Seats	\$1,836.80	6
22	Interior	Driver's Seat	\$2,237.33	4
23	Interior	Rubber Floor Covering		12
24	Windows	Windshield	\$2,500.00	12
25	Windows	Driver's Side Window	\$1,334.21	12
26	Windows	Side Windows	\$2,281.84	12
27	Insulation	Insulation		
28	Ancillary Items	Dash Panels	\$102.88	12
	Ancillary Items	Visors	\$232.34	6
30	Ancillary Items	Chime Exit Signal	\$187.56	6
31	Ancillary Items	Outside Mirrors	\$402.28	1
32	Ancillary Items	Inside Mirrors	\$36.55	6
33	Passenger Assists	Front Doorway	·	12
34	Passenger Assists	Vestibule		12
35	Passenger Assists	Overhead		12
	Passenger Assists	One Set Insert Longitudinal Seats	\$45.92	6
37	Passenger Assists	Rear Doorway		12
38	Bumpers	Front Bumper	\$1,091.12	12
39	Bumpers	Rear Bumper	\$1,393.36	12
40	Destination Signs	Run Box Run Numbers		1
41	Destination Signs	Rear Route # Route Numbers	\$4,223.00	3
42	Destination Signs	Front Main Auxiliary Destination Sign	\$6,071.00	6
43	Destination Signs	Fare Collection Device		
44	Destination Signs	Wheelchair Lift	\$21,000.00	12
45	Destination Signs	Wheelchair Restraints	\$95.44	6
46	ITS Components	AVL		
47	ITS Components	APC		
48	ITS Components	Others		
49	Propulsion System	Engine Mounts	\$88.96	3
50	Propulsion System	Accessories		
51	Propulsion System	Pump Hydraulic Drive	\$1,056.76	3
52	Propulsion System	Engine	\$19,320.00	6
53	Propulsion System	Radiator Cooling System	\$3,865.00	6

Comp	Group	Component	Replacement Cost	Expected Life (years)
	Propulsion System	Transmission	\$18,232.00	4
	Propulsion System	Muffler Cat Conv Exhaust System	\$2,742.39	6
56	Propulsion System	EGR Emissions Control Devices	\$396.19	3
57	Propulsion System	Reman Diff Axles and Differential	\$2,014.75	6
58	Propulsion System	Sway Bar Suspension	\$382.22	4
59	Propulsion System	Air Springs	\$118.42	4
60	Propulsion System	Shock Absorbers	\$119.23	4
61	Propulsion System	Steering Gear		
62	Propulsion System	Steering	\$995.86	6
63	Brakes	Brake Chamber Actuators	\$109.72	3
64	Brakes	Rear Axel Set Friction Material	\$140.00	1
65	Brakes	Hubs	\$890.87	6
66	Brakes	One Drums or Rotors	\$110.00	1
67	Brakes	Compressor Air System	\$1,008.66	3
68	Brakes	Wheels	\$169.68	6
69	Brakes	Tires	\$400.00	0.5
70	Fuel System	Fuel Tank	\$2,027.08	6
71	Fuel System	Fuel Filler	\$288.28	12
72	Electrical Components	Batteries	\$89.35	2
	Electrical Components	Master Battery Switch	\$16.24	6
74	Electrical Components	Fire Detectors	\$453.69	4
75	Electrical Components	Radio Noise Suppression		
76	Interior Climate Control	Master control a/c heat Controls	\$1,000.00	6
77	Interior Climate Control	Plenums and Vents		12
78	Interior Climate Control	Filter Air Intakes	\$10.66	1
79	Interior Climate Control	Radio & Public Address System	\$164.23	4
99	Body/Structure	Other Overhaul Costs		12
99	Body/Body	Other Overhaul Costs	\$180.26	12
99	Interior	Other Overhaul Costs	\$3,000.00	6
99	Fare Collection	Other Overhaul Costs		12
99	Suspension	Other Overhaul Costs		12
99	Brakes	Other Overhaul Costs		12
99	Fuel System	Other Overhaul Costs		12
99	Electrical Components	Other Overhaul Costs	\$1,742.44	6
	Interior Climate Control	Other Overhaul Costs		12

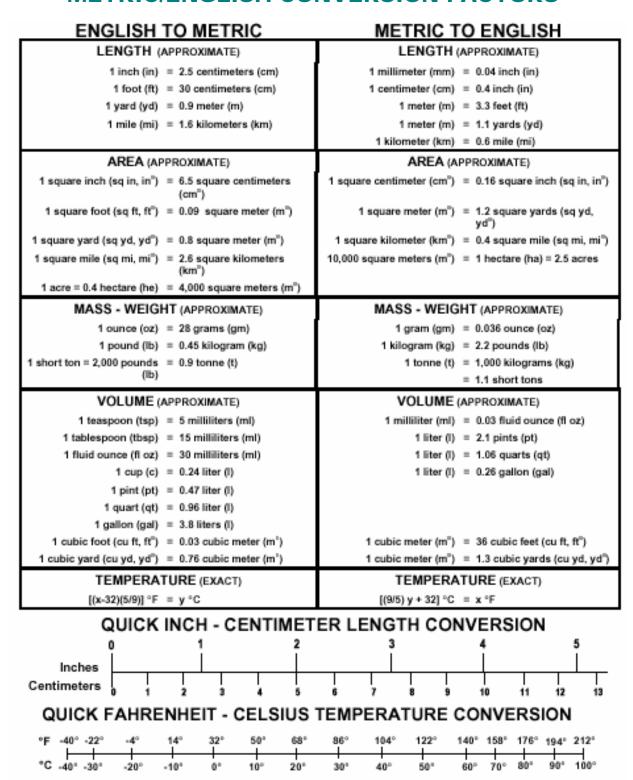
Table F-3 Vehicle Manufacturer Costs

Comp ID	Group	Component	Replacement Cost	Expected Life (years)
1	Body	Structure		12
2	Body	Exterior and Applied Panels	\$310.00	12
3	Body	Paint		12

Comp	Group	Component	Replacement Cost	Expected Life (years)
	Body	Interior	3031	12
	Body	Floor		12
	Body	Steps and Stepwells		12
	Body	Wheel Housings		12
8	Body	Exit Passenger Doors		12
	Body	Service Compartment		
10	Body	Engine door Access Doors	\$2,400.00	12
11	Operating Components	Doors		12
12	Operating Components	Windshield Wipers and Washers	\$550.00	12
13	Operating Components	Headlight Assy Lighting	\$150.00	12
14	Operating Components	Dimmer switch Controls		
15	Operating Components	Speedometer Instruments	\$270.00	12
16	Interior	Trim Panels		12
17	Interior	Headlining		12
18	Interior	Front End		12
19	Interior	Rear End		12
20	Interior	Passenger Info and Advertising	\$50.00	12
21	Interior	One Seat Insert Passenger Seats		12
22	Interior	Driver's Seat		12
23	Interior	Rubber Floor Covering		12
24	Windows	Windshield	\$720.00	12
25	Windows	Driver's Side Window	\$510.00	12
26	Windows	Side Windows	\$630.00	12
27	Insulation	Insulation		
28	Ancillary Items	Dash Panels		12
29	Ancillary Items	Visors	\$160.00	6
30	Ancillary Items	Chime Exit Signal		12
31	Ancillary Items	Outside Mirrors	\$70.00	12
32	Ancillary Items	Inside Mirrors	\$30.00	12
33	Passenger Assists	Front Doorway		12
34	Passenger Assists	Vestibule		12
35	Passenger Assists	Overhead		12
36	Passenger Assists	One Set Insert Longitudinal Seats		12
37	Passenger Assists	Rear Doorway		12
38	Bumpers	Front Bumper		12
39	Bumpers	Rear Bumper		12
40	Destination Signs	Run Box Run Numbers		12
41	Destination Signs	Rear Route # Route Numbers		12
42	Destination Signs	Front Main Auxiliary Destination Sign		12
43	Destination Signs	Fare Collection Device		12
44	Destination Signs	Wheelchair Lift		12
45	Destination Signs	Wheelchair Restraints		12
46	ITS Components	AVL		

Comp ID	Group	Component	Replacement Cost	Expected Life (years)
47	ITS Components	APC		
	ITS Components	Others		
49	Propulsion System	Engine Mounts	\$60.00	6
	Propulsion System	Accessories	\$2,800.00	6
51	Propulsion System	Pump Hydraulic Drive	\$670.00	6
52	Propulsion System	Engine	\$17,000.00	6
53	Propulsion System	Radiator Cooling System		12
54	Propulsion System	Transmission	\$11,700.00	6
55	Propulsion System	Muffler Cat Conv Exhaust System	\$750.00	12
56	Propulsion System	EGR Emissions Control Devices	\$685.00	12
57	Propulsion System	Reman Diff Axles and Differential	\$3,000.00	12
	Propulsion System	Sway Bar Suspension		12
59	Propulsion System	Air Springs	\$270.00	3
60	Propulsion System	Shock Absorbers	\$260.00	3
61	Propulsion System	Steering Gear		
62	Propulsion System	Steering		12
	Brakes	Brake Chamber Actuators	\$140.00	6
64	Brakes	Rear Axel Set Friction Material	\$200.00	3
65	Brakes	Hubs	\$260.00	12
66	Brakes	One Drums or Rotors	\$250.00	3
67	Brakes	Compressor Air System		12
68	Brakes	Wheels	\$230.00	12
69	Brakes	Tires	\$400.00	0.5
70	Fuel System	Fuel Tank		12
71	Fuel System	Fuel Filler		12
72	Electrical Components	Batteries	\$100.00	3
73	Electrical Components	Master Battery Switch	\$40.00	12
74	Electrical Components	Fire Detectors	\$210.00	12
75	Electrical Components	Radio Noise Suppression		12
76	Interior Climate Control	Master control a/c heat Controls	\$780.00	12
77	Interior Climate Control	Plenums and Vents		12
78	Interior Climate Control	Filter Air Intakes	\$40.00	0.5
79	Interior Climate Control	Radio & Public Address System		12
99	Body/Structure	Other Overhaul Costs		12
99	Body/Body	Other Overhaul Costs	\$310.00	12
99	Interior	Other Overhaul Costs		12
99	Fare Collection	Other Overhaul Costs		12
99	Suspension	Other Overhaul Costs		12
99	Brakes	Other Overhaul Costs		12
99	Fuel System	Other Overhaul Costs		12
	Electrical Components	Other Overhaul Costs		12
99	Interior Climate Control	Other Overhaul Costs		

#### METRIC/ENGLISH CONVERSION FACTORS



For more exact and or other conversion factors, see NIST Miscellaneous Publication 286, Units of Weights and Measures.

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# Quantifying the Benefits of the Florida Transit Research Inspection Procurement Services (TRIPS) Program

**April 2013** 

PROJECT NO.

FDOT BDK85 Task Work Order #977-31

PREPARED FOR

Florida Department of Transportation



# Quantifying the Benefits of the Florida Transit Research Inspection Procurement Services (TRIPS) Program

FDOT BDK85 Task Work Order #977-31

Prepared for:



#### Florida Department of Transportation Erin Schepers, Project Manager

Prepared by:



**USF Center for Urban Transportation Research** Stephen L. Reich, Associate in Research

**Final Report** 

April 2013

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16. Abstract						
This study details the analysis of the Florida Transit Research Inspection Procurement Services (TRIPS) Program. It provides a comparative assessment of the program with respect to out-of-state practice, provides recommendations to improve life cycle vehicle data reporting procedures and details benefits of the program. The collection of this information can be used to compare TRIPS vehicle performance with vehicles purchased by transit agencies by other means, or to compare TRIPS vehicles with similar vehicle fleets in sample out-of-state locations.						
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## **Metric Conversion**

SYMBOL	WHEN YOU KNOW	MULTIPLY BY	TO FIND	SYMBOL	
LENGTH					
in	inches	25.4	millimeters	mm	
ft	feet	0.305	meters	m	
yd	yards	0.914	meters	m	
mi	miles	1.61	kilometers	km	
VOLUME					
fl oz	fluid ounces	29.57	milliliters	mL	
gal	gallons	3.785	liters	L	
ft <sup>3</sup>	cubic feet	0.028	cubic meters	m³	
yd³	cubic yards	0.765	cubic meters	$m^3$	
NOTE: Volumes greater than 1000 L shall be shown in m <sup>3</sup>					
		MASS			
oz	ounces	28.35	grams	g	
lb	pounds	0.454	kilograms	kg	
Т	short tons (2000 lb)	0.907	megagrams (or "metric ton")	Mg (or "t")	
	TEMPE	ERATURE (exact de	grees)		
°F	Fahrenheit	5 (F-32)/9 or (F-32)/1.8	Celsius	°C	

### **Acknowledgments**

Contributions and assistance during the project on the part of Lisa Staes, director, Transit Technical Assistance & Training Program at the Center for Urban Transportation Research, staff members Cindy Wooten in the area of Section 5310 grant funds and Deborah Sapper on the subject of the TRIPS database, and those local agencies that participated in the survey were greatly appreciated. TRIPS Program Manager Edward Bart contributed to the final version of the report and provided assistance in the identification of the program benefits.

#### **Executive Summary**

Since 1995, the Florida Transit Research Inspection Procurement Services (TRIPS) Program, formerly known as the Florida Vehicle Procurement Program (FVPP), has been providing government and nonprofit agencies with the means of procuring quality public transportation vehicles at competitive prices. Through TRIPS, Florida's public and private nonprofit transportation agencies can procure well-equipped, well-built transit vehicles at a reduced cost by means of centrally administered statewide contracts for vehicle procurement. The program ensures that vehicle procurements adhere to and are consistent with all applicable federal, state, and Florida Department of Transportation (FDOT) guidelines, requirements, industry standards, and certifications, as well as the Federal Transit Administration's (FTA) Best Practices Procurement Manual. The vehicle manufacturer's compliance with technical specifications is continually monitored by contracted line inspectors at each vehicle production site and at an FDOT vehicle inspection facility located in Tallahassee, Florida.

With the volume of vehicles purchased through contracts established by TRIPS, transit agencies can take advantage of longer warranty periods, extended service after the sale, and training opportunities offered by both the vehicle dealers and component manufacturers. The TRIPS program is administered by the Center for Urban Transportation Research (CUTR) under an agreement with FDOT.

At the outset of this study, CUTR researchers had intended to attempt to perform a life cycle cost analysis on TRIPS vehicles. Other costs and benefits were then to be identified and comparisons made with similar vehicles not procured through the TRIPS program. This approach was not able to be realized and comparable costs and metrics were developed in order to assess the benefits and costs.

Using data from the TRIPS database, the American Public Transportation Association (APTA) 2011 Vehicle Report and the Federal Transit Administration's National Transit Database (NTD) for 2011, comparable vehicles were used to compare to those in service in Florida. Because of the varying reporting requirements, particularly for smaller agencies employing TRIPS vehicles, data on "demand response" vehicles were used extensively. Where vehicle size was identified, comparisons were made to like vehicles.

The span of time used in this report (the study period) was from 2007 through 2011. During that time, the TRIPS program handled over \$100 million in transit vehicle purchases and, on average, the vehicles purchased through the TRIPS program were \$1,275 less expensive than similar vehicles nationally. This lower cost of acquisition for the majority of the vehicles purchased translates into more than \$204,000 in savings per year at current vehicle purchase rates.

For TRIPS vehicles purchased with the assistance of federal Section 5310 funding, the average cost per vehicle declined from 2007 to 2011. The majority of these purchase orders were for "Cutaway" or "Standard Cutaway" vehicles and acquisition costs decreased from the \$70,000 to \$80,000 range in 2007 and 2008 to less than \$64,000 by 2011.

Since 2007, the average cost to repair collision damage for a demand response vehicle in Florida has been lower than the national average. During the study period, Florida's collision costs were approximately \$600 lower for each incident. This may not be solely due to increased vehicle integrity afforded by the stringent TRIPS vehicle safety specifications; however, the data show lower repair costs that translate into an annualized cost avoided of \$23,262.52.

Passenger injury rates were lower for Florida's demand response service vehicles (a subset of the TRIPS vehicles) than the national rates based on the NTD. The injury rate was on average 16.53 percent lower for passengers in Florida than for the U.S. for the study period. Using National Highway Traffic Safety Administration (NHTSA) estimates for the cost per injury, an annual cost avoidance of \$797,237 was calculated.

The availability of procuring vehicles through the TRIPS program relieves small and large agencies of the administrative burdens required in the development of technical specifications and competitive procurement practices. The program provides them with the opportunity to take advantage of TRIPS contracts that incorporate sound technical and safety specifications, enhanced vehicle inspection practices, mandated dealer coordination, training, technical assistance, and extended warranties.

A review of five FDOT district inspection reports revealed that 34 percent of the TRIPS fleet has been in service for more than five years and 3.3 percent of the vehicles had recorded mileage in excess of 150,000 miles. These findings indicate that in terms of performance data, the vehicles show extensive service well beyond their projected useful life. In addition, a comparison with other states' useful life requirement for vehicles purchased with Section 5310 funds shows that Florida's TRIPS vehicles are required to achieve a longer useful life than vehicles in other states.

The program costs for CUTR to manage and operate the TRIPS program have been stable at \$540,000 per year, with the exception of an additional \$175,000 in grants in Fiscal Year (FY) 2009-2010 and FY 2010-2011 because of the increased activity resulting from American Recovery and Reinvestment Act (ARRA) funding. The average cost to FDOT for the 2007 through 2011 study period was \$586,000, translating into a cost per unit of \$2,395.75, or 3.25 percent of the average vehicle cost for all vehicles reported in the Purchase Order database.

Florida is one of only 16 states that provides subrecipients with a reduced local match (10%) for the purchase of transit vehicles under the Section 5310 program, and appears to be the only state that requires a second level of safety testing for compliance with established FDOT Crash and Safety Testing Standards.

Adding all of the calculated costs avoided based on the performance of demand response vehicles in Florida along with their safety record and acquisition costs, and deducting the program administrative costs, yields an estimated \$408,000 net annual benefit to the state.

Routine, periodic reporting of maintenance and operating data on TRIPS vehicles and enhancements to the TRIPS database would facilitate a more robust basis for any future cost comparisons.					

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# Chapter 1 Introduction

Since 1995, the Florida Transit Research Inspection Procurement Services Program, formerly known as the Florida Vehicle Procurement Program, has been providing government and nonprofit agencies with the means of procuring quality public transportation vehicles at competitive prices. Through TRIPS, Florida's public and private nonprofit transportation agencies can procure well-equipped, well-built transit vehicles at a reduced cost by means of centrally administered statewide contracts for vehicle procurement. The program ensures that vehicle procurements adhere to and are consistent with all applicable federal, state, and FDOT guidelines, requirements, industry standards, and certifications, as well as the FTA's Best Practices Procurement Manual. The vehicle manufacturer's compliance with technical specifications is continually monitored by contracted line inspectors at each vehicle production site and at an FDOT vehicle inspection facility located in Tallahassee, Florida. With the volume of vehicles purchased through contracts established by TRIPS, transit agencies can take advantage of longer warranty periods, extended service after the sale, and training opportunities offered by both the vehicle dealers and component manufacturers. The TRIPS program is administered by CUTR under an agreement with FDOT.

In 1999, CUTR examined savings over the first three years of FDOT's FVPP to study the impact of purchasing pools on vehicle price. CUTR found that through a pooled procurement in 1996 and a contract centrally procured by the state in 1997 and 1998, 440 vehicles were purchased at a cost of \$17.3 million, with an estimated minimum cost savings of \$4.1 million in initial pricing, administration time, and warranty enforcement. A vehicle purchase cost comparison was done for vehicles acquired under the FVPP versus those that were not, but the analysis focused only on acquisition costs.

It is recognized that although buying vehicles in quantity can produce scale economies and reduce bulk acquisition costs, there are other potential savings related to the TRIPS program. Specifically, vehicles purchased under the TRIPS program must meet strict safety standards that are unique to Florida, which result in structural improvements to the integrity of the purchased vehicles. This results in vehicle improvements that might prolong the average life of each unit, lower recurring costs, and reduce passenger injuries in vehicle crashes. In addition, under the TRIPS program, vehicle procurement warranties tend to exceed minimum requirements usually provided through competitive bidding, which could have a positive impact on investment return. Therefore, to capture as many benefits as possible associated with the uniqueness of the TRIPS program, a broader analysis that focuses on a wider array of benefits is warranted in combination with a review of other state vehicle procurement programs administered through Section 5310 grant funds to explore commonalities and unique characteristics.

1

<sup>&</sup>lt;sup>1</sup> Center for Urban Transportation Research, "Florida Vehicle Procurement Program Economic Benefits Report" (Prepared for the Florida DOT), Tampa: University of South Florida, 1999.

# **Research Objectives**

The objective of this research project is to identify and document monetary benefits of Florida's TRIPS program, to compare vehicle procurement practices in other states, and to determine the benefits, including economic, derived from the TRIPS program. The focus of the research is on the full range of benefits related to vehicle purchase and maintenance to uncover any long-term advantages associated with agency administration, regulatory compliance, warranty monitoring, and vehicle inspection.

# **Report Organization**

Chapter 2 presents an overview of the TRIPS program. Chapter 3 examines the programmatic costs and the benefits that were estimated in the study. Chapter 4 includes an analysis of out-of-state experiences that compares how similar Section 5310 programs are currently operating. Chapter 5 concludes with a summary of findings and provides suggestions for future procedures to gather data to assist in the ongoing evaluation of the program.

# Chapter 2 TRIPS Program Description

Florida's TRIPS program provides both public and private nonprofit transportation agencies with well-built transit vehicles at a reduced cost. Through centrally administered statewide contracts for procurement, the program ensures that vehicles adhere to all applicable federal, state, and FDOT guidelines and requirements. During production, the vehicles are monitored by contracted line inspectors to ensure the manufacturer's compliance with technical specifications. The FDOT inspection facility also provides technical assistance on fleet issues and undiagnosed problems. Through TRIPS, transit agencies benefit from longer warranty periods, extended service after the sale, and training opportunities.

# **Procurement and Inspection Services**

The TRIPS program establishes statewide purchasing agreements between Florida transit agencies and dealers for the acquisition of equipment as detailed in competitively bid contracts. Following award of the initial model production year, the TRIPS program has an option to extend the purchasing agreement for four additional model production years subject to the same pricing, terms, and conditions of the original agreement, except when a model-year change is specific to the automotive or bus industry. Any adjustments in chassis model prices and second-stage production costs are contingent upon certification of the increase from the manufacturer and approval by the TRIPS program administrator. Acceptance in writing by the transit agency of the dealer's offer to furnish units as specified constitutes a contract between the dealer and the transit agency, and falls outside of the responsibility of TRIPS and FDOT.

The transit agency must provide the dealer with properly completed forms and order information, resolve issues related to late penalties liquidated damages, and adhere to the terms and conditions regarding final acceptance and terms of payment as delineated in the purchasing agreement.

FDOT and TRIPS are responsible to oversee the proper use of federal and state grant monies, ensure that all federal, state, and purchasing agreement requirements and certifications are met, monitor warranty and dealer services, conduct production-line and/or contractor inspections, and intercede on behalf of the transit agencies.

Since new vehicles may contain components that are unfamiliar to purchasers' maintenance and operating personnel, training requirements are integral components of the purchasing agreements. Each agreement specifies minimum training requirements that TRIPS expects purchasers to receive by qualified instructors. Training requirements for the recent Contract #TRIPS-11-CA-TP for Champion Cutaway Transit Vehicles included the following:

- Driver/Maintenance Orientation four hours @ five locations annually
- Air Conditioning/Certification four hours @ five locations annually
- Securement Device/Certification four hours @ five locations annually
- Electrical & Electronics Familiarization four hours @ five locations annually

Wheelchair Lift Training - four hours @ five locations annually

The agency contacts the dealer directly to place an order and works closely with the dealer to select floor plans, seating selections, paint schemes, and any special options or conditions that impact the final order and purchase price. For vehicles not funded by the FTA Section 5310 grant program, the agency deals directly with the dealer. For all vehicles funded through the FTA Section 5310 grant program, a copy of the completed order form and either an agency purchase order (PO) or a check for the agency's portion payable to the contractor must be delivered to the CUTR Section 5310 program coordinator, who verifies the order accuracy, completes the request for the FDOT share, and forwards the request to Tallahassee for the FDOT PO. When the FDOT PO number is assigned, the TRIPS Section 5310 program coordinator places the order with the contractor/dealer and notifies the agency of its status.

The contractor provides written confirmation to the agency and/or CUTR of receipt of the order within 72 hours of receiving the order with PO. At a minimum, acknowledgement of the order contains:

- Agency's purchase order number
- Date order was received
- Date order was placed with manufacturer
- Production and VIN numbers when available
- Estimated delivery date

CUTR maintains the TRIPS vehicle database (called the Data Center), which stores information on vehicles purchased under the program. The database was developed under the former FVPP and was conceived as a means to integrate information between agencies, dealers, manufacturers, inspection agencies, and FDOT. To ensure privacy, each entity is provided a username and password to navigate through stored information. The data for the vehicles procured through the program can be entered and retrieved using the website. The database is dynamically updated upon entering new data, which can be immediately retrieved.

Completed units must be delivered to the agency within an amount of time specified in the contract. In the case of Contract #TRIPS-11-CA-TP for Champion Cutaway Transit Vehicles, delivery must occur within 90 days from receipt of chassis or purchase order, whichever occurs last. In the event of delay in completion of the delivery of vehicles beyond the date specified in the contract, in addition to any granted extensions agreed to in writing by the agency, the agency may assess as liquidated damages \$25.00 per calendar day per vehicle.

Each vehicle purchased through TRIPS must be routed to FDOT's Springhill Inspection Facility for an inspection prior to delivery to the dealer. The dealer must enter all vehicle data into the TRIPS database prior to delivery for inspection. Inspection agencies can view inspection forms, run inspection reports on single vehicles, or pull out information on the entire database. Any issue encountered during the pre-delivery inspection must be addressed before the vehicle is accepted by the receiving transportation agency. The dealer

must correct all noted write-ups prior to delivery of the vehicle to the procuring agency. The TRIPS inspection in no way relieves the dealer from the required pre-delivery inspection (PDI). After delivery of the vehicle, the dealer must report warranty issues and identify actions taken to resolve these issues throughout the entire warranty period.

# **Vehicle Specification Development**

The TRIPS Technical Committee, under the direction of the TRIPS manager, is responsible for the development and revision of all vehicle specifications. The committee analyzes data from various sources during the development process, creating technical specifications that reflect the immediate and forecasted needs of state transit agencies. These sources include historical data from previous contracts, information obtained at FDOT District Workshops, state and national industry conferences, maintenance consortium meetings, and in-depth research and testing of critical bus components conducted at FDOT's Springhill Bus Testing and Inspection facility. Specifications are written around performance standards when practical to avoid name branding and encourage competition.

The committee's overarching design goals include safety and crashworthiness, passenger comfort, environmental friendliness, ride quality, extended life, and cost-effectiveness. This is accomplished by a thorough evaluation of current manufacturing design features coupled with a detailed negotiated bid process. This is a full and lengthy analysis borne solely by the TRIPS program, affording state agencies the opportunity to procure quality vehicles that are safe, comfortable, and cost-effective.

# Other Program Elements

The TRIPS program also provides a host of other support services such as defect issue resolution, technical assistance, training, data management, and manufacturing quality assurance activities. These elements are discussed in more detail in the next section of the report, which deals with program benefits and costs.

# Chapter 3 TRIPS Program Benefits and Costs

At the outset of this study, CUTR researchers had intended to attempt to perform a life cycle cost analysis on TRIPS vehicles. Other costs and benefits were then to be identified and comparisons made with similar vehicles not procured through the TRIPS program. This approach was not able to be realized and comparable costs and metrics were developed in order to assess the benefits and costs. This chapter details the methods and the results of the approach.

# **Vehicle Costs**

The average cost of vehicles procured through the TRIPS program was examined. There was a wide variety of vehicle types and configurations that were available through the TRIPS program over the study period from 2007 through 2011. Vehicles purchased through TRIPS are categorized by federal funding source: those that apply FTA Section 5310 funds, capital funding for meeting the transportation needs of elderly persons and persons with disabilities, and those not using Section 5310 Funds (non-5310). The non-5310 vehicle purchases are typically made by larger agencies for use as paratransit vehicles (a complimentary service for persons with disabilities unable to access an agency's fixed route system). Some larger vehicles made available through the TRIPS program are used in fixed route applications. Using the "Purchase Order" data within the TRIPS database, average vehicle costs by type are presented in Table 1.

Table 1 TRIPS Vehicle Purchase Orders, 2007-2011				
Vehicle Type	Number of Vehicles 5310	Average Cost		
Cutaway Bus	254	\$ 76,795		
Commuter Van	28	\$ 36,083		
Medium Duty Bus	11	\$258,555		
Minivan	74	\$ 40,259		
Standard Cutaway	280	\$ 68,836		
Small Cutaway Low Floor	3	\$129,849		
Subtotal	650	\$ 70,271		
Vehicle Type	Number of Vehicles Non-5310	Average Cost		
Cutaway Bus	247	\$ 92,385		
Commuter Van	18	\$ 42,070		
Medium Duty Bus	18	\$304,963		
Minivan	55	\$ 38,012		
Cutaway	1	\$ 65,600		
Standard Cutaway	309	\$ 82,794		
Subtotal	573	\$ 88,092		
Grand TOTAL	1,223			

These data were "scrubbed" for reporting anomalies, such as duplicate entries or missing entries. In all, there are 1,383 raw data entries in the version of the database that was used for this analysis, representing over \$100 million in transit vehicle purchases from 2007 through 2011.

In order to compare these average vehicle costs with national averages, a review of national data was conducted. Many of the vehicles purchased, particularly with FTA Section 5310 funds, are procured by small organizations, some with just a few vehicles. Due to the rigorous reporting requirements of the NTD by FTA, small agency information (small agency waiver for agencies with nine or fewer vehicles) is not reported nationally and is, therefore, unavailable for comparison purposes. For agencies that report at the national level, the cost of vehicle acquisition is not reported on an individual vehicle basis. In order to compare the average cost per vehicle purchased under the TRIPS program to other similar vehicles, researchers procured and accessed the 2011 APTA vehicle database.

The APTA report includes detailed vehicle data on more than 90,000 transit vehicles in operation in North America, with details on more than 13,000 demand response (DR) vehicles reported by 152 DR operating agencies. The APTA report categorizes DR vehicles as follows:

- Bus, double-deck (two levels, one above the other)
- Bus, suburban (>27.5', one door, no luggage bays)
- Bus, transit (>27.5', two doors)
- Small vehicle (<27.5', minibus, van, car, SUV)

The APTA vehicle database was screened, and all sedans and vehicles with no cost or quantity data were removed. This left a dataset of more than 8,900 vehicles purchased in any year that remained in DR service at the agencies reporting. Table 2 below summarizes vehicles and their average costs by vehicle size.

Table 2 National Demand Response Vehicles – APTA 2011 2011 APTA Database Average Cost Demand Response - All Years

Vehicle Type	Number	Average Cost
Small	8,558	\$ 67,830
Bus >27.5'	355	\$151,622

The APTA report also detailed the average cost by DR vehicle type for the purchases reported in 2010 and 2011. As stated above, the totals in Table 2 include costs of vehicles that were procured earlier than 2006, the earliest year reported in the current TRIPS database. All vehicles reported in APTA are wheelchair accessible and were placed into service from 1991 through 2011.

Table 3 below indicates the average costs for DR vehicles in the U.S. for 2010 and 2011 after adjustments were made, which included removing sedans and other vehicles without cost data.

# Table 3 APTA Vehicle Costs – 2010 and 2011 Acquisitions

#### 2011 APTA Database Demand Response Average Cost - 2010 and 2011

Bus >27.5'	\$196,650
Small	\$ 67,203

For TRIPS vehicles from the Purchase Order database, vehicles meeting the "Small" APTA definition averaged \$65,928, and buses longer than 27.5' averaged \$214,487 in 2010 and 2011. This portion of the database yielded a vehicle count of 321 small vehicles and 22 larger buses. These purchase order prices compare closely with the APTA figures and show a lower average cost for the majority of vehicles purchased in recent years. Table 4 compares the 2010 and 2011 average costs for "Small" DR vehicles.

Table 4 Small Vehicle Purchase Cost Comparison – FL vs. U.S., 2010 & 2011

National Average TRIPS Program Difference

Number of Vehicles	Average Cost	Number of Vehicles	Average Cost	
1338	\$67,203	321	\$65,928	\$(1,275)

On average, vehicles purchased through the TRIPS Program were \$1,275 less expensive than similar vehicles nationally for 2010 and 2011. This lower cost of acquisition for the majority of the vehicles purchased translates into \$409,275 in savings for the years 2010 and 2011, or in excess of \$204,000 per year.

The larger buses available through the TRIPS program vary widely in cost, and the most expensive vehicles may or may not be used in traditional DR service. For the 2010-2011 period, the range of cost for the 22 vehicles longer than 27.5' was \$83,000 to \$300,000.

### **Vehicle Cost Trends**

The trend for vehicle costs over the study period was examined. For vehicles purchased using Section 5310 funding, the average cost per vehicle declined from 2007 to 2011. The majority of these purchase orders were for "Cutaway" or "Standard Cutaway" vehicles. For these vehicles, the cost ranged on average from a high of over \$84,000 to \$63,369 in 2011. Figure 1 displays the average cost for these vehicles during the study period of 2007 through 2011.

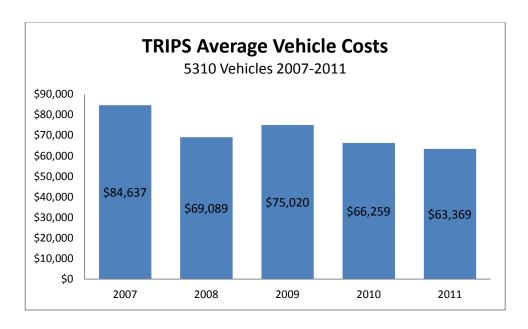


Figure 1 TRIPS Average Vehicle Costs - 5310 Vehicles

These cutaway vehicles have declined in acquisition cost from the \$70,000 to \$80,000 range in 2007 and 2008 to less than \$64,000 by 2011. The purchase price for minivans, on the other hand, has remained fairly stable over the study period, rising modestly from \$37,564 in 2008 to \$41,180 in 2011 for 5310 funded vehicles.

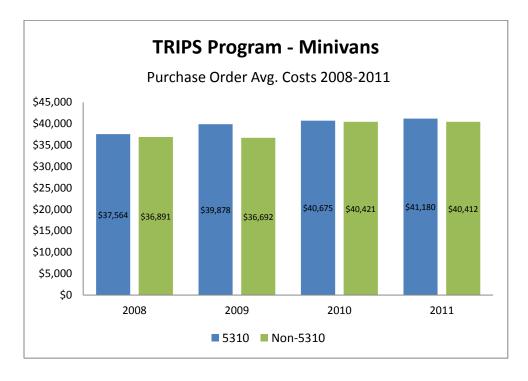


Figure 2 TRIPS Minivan Cost Trend

Figures 3 and 4 display the average costs of the TRIPS vehicles procured over the study period with federal Section 5310 funds and non-5310 funds, respectively.

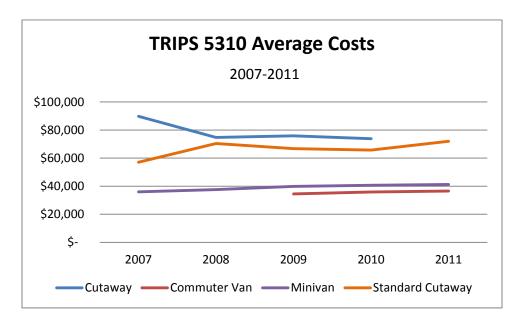


Figure 3 TRIPS 5310 Vehicle Average Acquisition Costs, 2007-2011

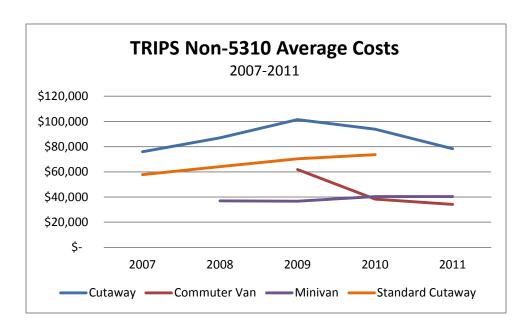


Figure 4 TRIPS Non-5310 Vehicle Average Acquisition Costs, 2007-2011

# Vehicle and Passenger Safety

Relying again on the NTD information for DR vehicles, a comparison was made between Florida's DR fleet and the national DR fleet. Data for years 2006 through 2011 for DR service were extracted and analyzed. Passenger miles reported nationally for the period were 4.9 billion, 490 million of which were in logged in Florida (10% of the national total).

Fatalities were excluded from any comparative review because the frequencies were extremely low. In fact, for several years no DR fatalities were reported at either the state or national levels. In an attempt to quantify any benefit that may be derived from the stricter vehicle specification and vehicle crash testing that are a part of the TRIPS program in Florida, researchers examined passenger injuries and costs per collision. Figure 5 displays the data and the trend for Florida and the U.S.

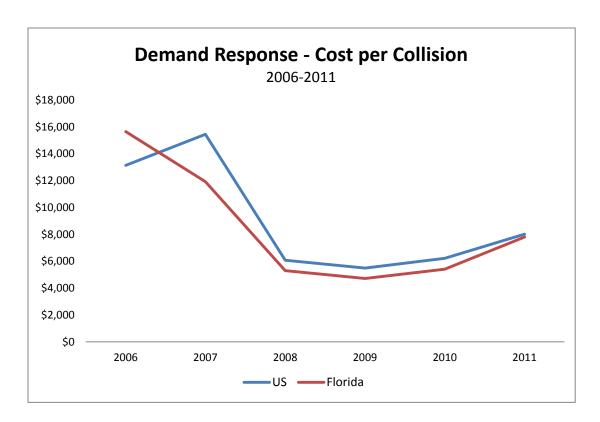


Figure 5 Vehicle Repair Cost per Collision - Florida vs. U.S.

Since 2007, the average cost to repair collision damage for a DR vehicle in Florida has been lower than the national average. Over the 2006 through 2011 period, Florida's collision costs were approximately \$600 lower for each incident. This may not be solely due to increased vehicle integrity; nonetheless, the data support lower costs of repair.

Over the study period there was an average of 39 collisions per year involving Florida DR vehicles reported to NTD. Based on the lower cost to repair the vehicle damage, this

translates into an estimated annual cost avoided of \$23,262.52. Given that the DR data reported in the NTD is a subset (about 1,800 vehicles) of all TRIPS vehicles in service in Florida, this figure is likely low.

Injury data for DR service was also examined. Given that the focus of this study is on the vehicles, *passenger* injuries seemed the most relevant component of the injury data. Passenger miles and total passenger injuries were used to calculate a passenger injury rate expressed in passenger injuries per one million passenger miles of travel (PMT).

For each year except 2010, passenger injury rates were lower for Florida's DR service than the national rates, based on NTD data. In fact, for the six-year period, the injury rate was on average 16.53 percent lower for passengers in Florida than for the U.S. Figure 6 illustrates the calculated rates expressed in terms of injuries per one million PMT.

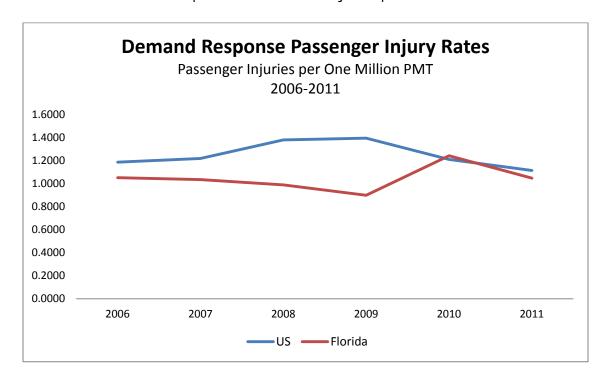


Figure 6 Passenger Injury Rates - Florida vs. U.S.

The NHTSA report on the economic impact of motor vehicle crashes from 2002 assigns estimated costs to highway injuries. In this analysis, non-fatal injuries are monetized at \$50,523 per incident, adjusted current day dollars. In 2011, NTD reported 76.3 million DR passenger miles traveled in Florida.

<sup>&</sup>lt;sup>2</sup> L.J. Blincoe, et al., "The Economic Impact of Motor Vehicle Crashes 2000," U.S. Department of Transportation, National Highway Traffic Safety Administration, (Washington, D.C: 2002).

Applying the difference in the six-year average injury rates for Florida and the U.S. to the Florida PMT provides an estimated societal savings in Florida based on the miles passengers traveled on the state's DR system. The rate differences are presented below in Table 5.

Table 5 DR Passenger Injury Rates per One Million PMT – FL vs. U.S., 2006-2011

Year	U.S.	Florida
2006	1.1868	1.0522
2007	1.2189	1.0350
2008	1.3805	0.9898
2009	1.3952	0.8983
2010	1.2102	1.2419
2011	1.1141	1.0481
2006-2011 Average	1.2510	1.0442
Six-Year Difference		-0.2067
Percent Difference		-16.53%

In simple terms, if the passenger injury rate for Florida's DR users was the same as the national average, there would be 16 additional injuries annually. When the NHTSA figure for the cost per injury is applied, an annual cost avoidance of \$797,237 is calculated. This cost avoidance is only for the portion of trips made on vehicles reported to FTA in the NTD. This figure would be significantly higher if applied to all TRIPS passenger miles of travel.

# **Vehicle Warranty Tracking and Administration**

A mentioned in Chapter 2 of the report, the TRIPS program provides oversight and management of the remediation of vehicle deficiencies prior to delivery and during the warranty period. Vehicle issues are identified during the pre-delivery inspection procedure performed at the Spring Hill Facility. Inspection details are entered into the TRIPS database. The database contains information on pre- and post-delivery inspections, and information on any encountered issues is recorded in the TRIPS "Situation" table, which allows recording issues related to 14 major situation categories.

These data were examined to document the scale of the effort that is involved with solving vehicle problems. The data are assumed to be accurate for the 2008 through 2011 period. A copy of the Situation table is shown in Table 6. This table indicates that more than 4,600 issues were recorded as requiring attention over the four-year period for vehicles procured through TRIPS. Once the situation is addressed, results are recorded in the "Action Taken" table, as summarized in Table 7. The number of actions taken is less than the number of situations because under one action, one or more mechanical issues can be addressed.

**Table 6 TRIPS Situation Table** 

SITUATION CATEGORY	COUNT
ADA (Lift Restraint System)	319
Body (Interior/Exterior)	385
Brakes	1
Chassis	36
Drivetrain	27
Electrical	871
Emissions	21
Engine	37
Interior	1
Seating	27
Suspension	9
Transmission	5
Wheels	11
Other	2,124
Not Reported	775
Total	4,649

More than 1,800 specific actions were recorded in response to the issues that were raised with the associated reported "Situations."

**Table 7 TRIPS Action Taken Table** 

ACTION CATEGORY	COUNT	AVERAGE MILES
Air-Conditioning	139	1,166
Electrical Control Panel	64	1,167
Engine Compartment	88	1,217
Event Data Recorder	91	1,386
Exterior Fit	164	1,296
Interior	203	1,059
Items Shipped Loose	92	1,145
Other	296	1,052
Power Management	8	1,255
Seats	35	1,029
Undercarriage	459	1,201
Water	34	1,096
Wheelchair Lift	165	1,187
Total	1,838	

While it was not possible to calculate the potential cost savings or estimate the cost avoidance related to having these repairs performed by the manufacturer or dealer predelivery or under warranty, there is no question that this service adds value to the participating agencies. The TRIPS program negotiates for extended warranties on both the primary vehicle and the larger subcomponents. Program technicians facilitate warranty

claims on behalf of the agencies, in some cases directly with the warranty providers. This is clearly a benefit to the agencies procuring vehicles under the program.

# **Procurement Management**

Personnel engaged by FDOT under the TRIPS program contract with CUTR to manage, formulate, and recommend policies and procedures to effectively administer a vehicle procurement process. There are savings to individual agencies associated with not having to become familiar with and interpret purchasing administrative regulations and policies, or preparing specifications, legal advertisements, formal bid invitations, and procurement matters. TRIPS staff also monitor, audit, and report on program results to include collecting and analyzing data as appropriate. The results of these analyses benefit all agencies in the state.

Most Florida agencies are small in size and procure only a single vehicle. Small agencies often lack the requisite administrative resources to conduct a formal procurement for FTA Section 5310 vehicles. TRIPS relieves agencies of the administrative burdens required in the development of technical specifications and competitive procurement practices, and provides them with the opportunity to take advantage of TRIPS contracts that incorporate sound technical and safety specifications, enhanced vehicle inspection practices, mandated dealer coordination, training, technical assistance, and extended warranties.

#### **Technical Assistance**

Technical assistance to the operating agencies is also provided through the TRIPS program mainly to provide agencies with expertise relating to defect identification and resolution. The program technicians maintain an electronic record-keeping platform that details events and concerns initiated by the agencies. Industry issues are also handled in this manner. This support also includes Listserv information and knowledge sharing, specific case-by-case issue resolution, manufacturer fleet alerts, NHTSA defect investigations, thermal event forensic analysis, and subcomponent product improvement campaigns. Some of these items are vehicle or agency specific and are resolved accordingly. Others are statewide, and resolution timelines, actions taken, and final reports are created and issued that initiate corporate campaigns to deal with the problems. This support helps ensure public safety and program integrity.

For the years 2010-2011, the program averaged 63 issues resolved annually. These issues reflect initiating contact with one or more agencies, vendors, manufacturers, or dealers to effectively resolve the outstanding issue.

#### Vehicle Condition and Useful Life

Researchers examined biennial vehicle inspection reports and inventories compiled by several of Florida's district offices to understand the scope and breadth of the TRIPS program in serving customer needs within regions throughout the state. Since vehicle age data are not collected in a single repository, the inspection reports were examined in an attempt to find information on TRIPS vehicles useful life. The biennial inspection of vehicles is required as a condition of federal grants (49 CFR 18.32). In addition, consistent with FDOT's "Transit Vehicle Inventory Management" procedure, this biennial inventory

inspection includes all vehicles purchased with FTA Section 5310 (Elderly and Persons with Disabilities), Section 5311 (Nonurbanized Area Formula), Section 5316 (Job Access and Reverse Commute), and Section 5317 (New Freedom) programs, and public transit vehicles (excluding public transit fleet lease vehicles) in which the FDOT participated at a level of 50 percent or more in the purchase price.

District inspection reports were available for Districts One, Two, Three, Six, and Seven.

#### District One

District One vehicles were inspected in November and December of 2011. At the time of the inspection, 44 different agencies maintained and operated a total of 280 vehicles that included buses, vans, sedans, and a club wagon. Vehicles entered service between 1993 and 2012, and 34 percent of the vehicles (96 vehicles) had been in service for more than five years. Twenty-nine new vehicles were issued in 2012 and represent 10 percent of the vehicle inventory. Buses constitute the majority (66.1%) of vehicles. Combined mileage of the vehicles (263 with documented mileage) equaled 12.9 million miles, with an average vehicle mileage of nearly 55,000. Of the 263 vehicles with documented mileage, almost 11 percent (28 vehicles) had logged mileage in excess of 150,000 miles. A 2006 bus logged 315,792 miles, the highest mileage reported in District One.

The maximum number of vehicles maintained by a single agency was 48, while the average number was 6, and the most frequent number of vehicles maintained by an agency was one.

#### District Two

At the time of this report, 38 different agencies maintained and operated a total of 199 vehicles that included buses, vans, cutaways, a sedan, a station wagon, and a truck. Vehicles entered service between 1990 and 2012, and 26 percent of the vehicles (51 vehicles) had been in service more than five years. Twelve new vehicles were issued in 2012 and represent 6 percent of the vehicle inventory. Buses make up the majority (67.8%) of vehicles. The maximum number of vehicles maintained by a single agency was 18, while the average number was 5, and the most frequent number of vehicles maintained by an agency was one.

#### District Three

As of this writing, 18 different agencies maintained and operated a total of 120 vehicles that included buses, vans, station wagons, and a cutaway. Vehicles entered service between 1998 and 2012, and 10 percent of the vehicles (12 vehicles) have been in service in excess of five years. Nine new vehicles (7.5%) entered service in 2012. Buses represented the majority (52.5%) of vehicles. The maximum number of vehicles maintained by a single agency was 29, while the average number was 7, and the most frequent number of vehicles maintained by an agency was one.

### District Six

District Six vehicles were inspected during April through June 2010. At the time of the inspection, 62 different agencies maintained and operated a total of 229 vehicles that included buses, vans, station wagons, pickups, ultra-low-floor trolleys, and a sedan. Vehicles entered service between 1990 and 2010, and 62 percent of the vehicles (141 vehicles) exceeded five years of age. Buses represented the majority (54.1%) of vehicles. Combined mileage of the vehicles (225 with documented mileage) equaled 14 million miles, with an average vehicle mileage of 62,000. Of the 225 vehicles with documented mileage, 6.2 percent (14 vehicles) had logged mileage in excess of 150,000 miles. A 2002 bus logged 247,823 miles, the highest mileage reported in District Six.

The maximum number of vehicles maintained by a single agency was 17, while the average was 4, and the most frequent number of vehicles maintained by an agency was one. The inventory report included 188 vehicles from private nonprofit agencies and 41 vehicles from public agencies. The inventory report also contained information regarding maintenance plans, maintenance records, and determined whether vehicles were properly maintained.

Based on the findings of the 2010 Vehicle Inventory for FDOT District Six, most agencies performed required maintenance delineated by a maintenance plan. The findings are reassuring in terms of the maintenance of the vehicles by private and public agencies given that the vehicles show extensive use well beyond their projected useful life. Information regarding vehicle damage and vehicles out of service was also included in the inventory report. This information regarding the care and handling of the vehicles by private and public agencies is critical in evaluating agency performance.

#### District Seven

At the time of this report, 54 different agencies maintained and operated a total of 482 vehicles that included buses, vans, sedans, station wagons, and a cutaway. Vehicles entered service between 1985 and 2012, and 46.5 percent of the vehicles (224 vehicles) exceeded five years of age. Thirty-six new vehicles (7.5%) were issued in 2012. Vans represented the majority (54.1%) of vehicles. The maximum number of vehicles maintained by a single agency was 35, while the average was 9, and the most frequent number of vehicles maintained by an agency was one.

District-related information is summarized in Table 8.

Table 8 District Agency and Vehicle Information

District	Number of Agencies	Vehicle Count	New 2012 Vehicles	Vehicles in Service >5 Years	Vehicles with >150,000 Miles
One	44	280	29	96	28
Two	38	199	12	51	
Three	18	120	9	12	
Six*	62	229		62	14
Seven	45	482	36	224	
Total	210	1,310	86	445	42

<sup>\*</sup>District Six inspection conducted in 2010.

Agencies in District Six operate 229 vehicles: 14 vehicles have logged more than 150,000 miles, 141 vehicles have been in service for more than five years, and 186 vehicles were found to be in good condition.

The review of the five district inspection reports reveals that 34 percent of the TRIPS fleet has been in service for more than five years and 3.3 percent of the vehicles had recorded mileage of over 150,000 miles. Based on the review of these reports, the findings support that in terms of performance data, the vehicles show extensive use well beyond their projected useful life. The specified useful life of TRIPS vehicles is compared to the requirements of other states' vehicles in a subsequent section of this report (Chapter 4). A comparison with other states' useful life requirement shows that Florida's TRIPS vehicles are required to achieve a longer useful life than others.

Consistent and accessible data on life-to-date miles and maintenance costs were not readily available. While collection of these data on a real-time basis may be impractical given the nature of many of the vehicle grant recipients, future calculations of the TRIPS program efficacy would be eased with such a reporting mechanism. Suggestions on this issue are provided in the Findings and Conclusions section, Chapter 5.

### **TRIPS Program Costs**

The Department invests annually in funding the TRIPS program through CUTR at the University of South Florida. This funding covers the manpower and facility burden associated with specification development, assembly inspection, post-delivery inspection and acceptance, program administration and price negotiations, technical support, and training.

The contractual awards for the study period were collected and translated into yearly costs. Table 9 below illustrates the data.

Table 9 FDOT TRIPS Funding – CUTR Grants 2005-2013

Project Start	Project End	Budget	Annual Cost
11/1/2005	10/31/2008	\$1,440,000	\$480,000
10/1/2008	11/30/2011	\$1,620,000	\$540,000
*7/9/2009	7/8/2011	\$350,000	\$350,000
12/1/2011	11/30/2012	\$540,000	\$540,000
12/1/2012	11/30/2013	\$540,000	\$540,000

<sup>\*</sup>An additional \$175k per year for two years was added due to increased TRIPS activity associated with additional federal stimulus funding to the state.

Because the range of years included in this study is from 2007 through 2011, the multiyear contract that started in November 2005 needed to be included in this analysis. On an annual basis, the program costs have been stable at \$540,000 per year with the exception of an additional \$175,000 in grants for the TRIPS program in FY 2009-2010 and FY 2010-2011.

Additional funding was provided to handle the programmatic increases that were anticipated from the additional capital funding coming to Florida as a result of ARRA. An increase in federal funding for the Section 5311 nonurbanized transit capital program was targeted at additional investments in transit rolling stock. Some of the start and end dates indicate overlap and gap due to grant processing times and other administrative issues. Figure 7 charts the annual costs FDOT has incurred for CUTR's managing and running the program.

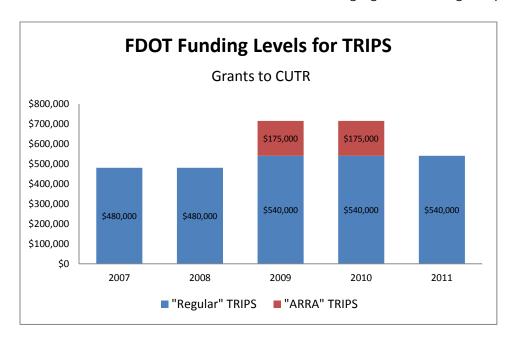


Figure 7 Annual FDOT Funding of TRIPS - CUTR 2007-2011

Relying on the PO portion of the TRIPS Vehicle Database, researchers were able to calculate the TRIPS program costs on a unit basis. By dividing the total costs for the years 2007 through 2011 by the 1,223 vehicles reported in the database, a cost of \$2,395.75 was

calculated for each vehicle ordered in the time frame examined. This represents 3.25 percent of the average vehicle cost for all vehicles reported in the PO database for the 2007 through 2011 period.

# TRIPS Program Benefits and Cost Findings

The TRIPS program handled over \$100 million in transit vehicle purchases from 2007 through 2011. On average, vehicles purchased through the TRIPS program were \$1,275 less expensive than similar vehicles nationally for 2010 and 2011. This lower cost of acquisition for the majority of the vehicles purchased translates into \$409,275 savings for the years 2010 and 2011, or in excess of \$204,000 per year.

The average cost per vehicle funded with Section 5310 funds under TRIPS has declined from 2007 to 2011. The acquisition cost had declined from the \$70,000 to \$80,000 range in 2007 and 2008 to less than \$64,000 by 2011.

Since 2007, the average cost to repair collision damage for a DR vehicle in Florida has been lower than the national average. During the 2006 through 2011 period, Florida's collision costs were approximately \$600 lower for each incident. Annualized, this translates into an estimated annual cost avoided of \$23,262.52.

Passenger injury rates were lower for Florida's DR service (a subset of the TRIPS vehicles) than the national rates based on NTD data. This 16.53 percent lower rate translates into an annual cost avoidance of \$797,237 when applying NHTSA costs per injury.

There is clear evidence of aggressive pre-delivery and warranty tracking and issue resolution. More than 4,600 issues were documented requiring attention and resolved for TRIPS vehicles from 2008 through 2011. TRIPS relieves small and large agencies of the administrative burdens required in the development of technical specifications and competitive procurement practices, and provides them with the opportunity to take advantage of TRIPS contracts that incorporate sound technical and safety specifications, enhanced vehicle inspection practices, mandated dealer coordination, training, technical assistance, and extended warranties.

The review of the five FDOT district inspection reports revealed that 34 percent of the TRIPS fleet has been in service for more than five years and 3.3 percent of the vehicles had recorded mileage of over 150,000 miles. Based on the review of these reports, the findings support that in terms of performance data, the vehicles show extensive service well beyond their projected useful life. A comparison with other states' useful life requirement for vehicles purchased with Section 5310 funds shows that Florida's TRIPS vehicles are required to achieve a longer useful life.

On an annual basis, the program costs for CUTR to manage and operate the TRIPS program have been stable at \$540,000 per year, with the exception of an additional \$175,000 in grants in FY 2009-2010 and FY 2010-2011 because of the increased activity resulting from ARRA funding. When converted to a cost per unit, \$2,395.75 was calculated as the cost

attributed to CUTR program operations for each vehicle ordered in the time frame examined.

During the period from 2007 through 2011, FDOT engaged the services of CUTR to manage and staff the TRIPS program. On average, the annual cost over this period to FDOT was \$586,000. Table 10 summarizes the cost avoidance or savings figures assembled thus far and adds the program costs to achieve a net cost or savings calculation based on all the data and assumptions presented.

Table 10 Net Annualized Costs and Savings - TRIPS Program

Cost Category	Annualized Cost or (Savings)	
	to Florida	
Vehicle Acquisitions	(\$204,000)	
Accident Repairs	(\$ 23,263)	
Injuries	(\$767,273)	
CUTR Program Management	\$586,000	
Net Annualized Costs or (Savings)	(\$408,536)	

The net savings, or more accurately stated, the costs avoided, total over \$400,000 per annum for the TRIPS fleet versus the U.S. DR fleet based on the data used, the analysis presented, and the assumptions included in this chapter of the report.

# Chapter 4 Section 5310 Practices throughout the U.S.

The research team conducted an evaluation of current practices in other states, with the objective of collecting additional quantitative and anecdotal evidence that could provide insight into Florida's TRIPS program in relation to programs in other states.

FTA provides a variety of financial assistance programs to states to develop, improve, maintain, and operate existing public transportation systems. Approximately 638 (53.3%) of the 1,197 vehicles Florida agencies have procured through TRIPS since 2008 were purchased with Section 5310 program funds to improve mobility for elderly individuals and individuals with disabilities. The remaining 559 (46.7%) vehicles were procured with non–Section 5310 program funds.

The Section 5310 program was established as a discretionary capital assistance program in 1975. Through the program, grants were awarded to private nonprofit organizations to serve the transportation needs of the elderly and persons with disabilities in areas where public transit was inadequate or inappropriate. Apportionment among the states by formula for distribution to local agencies was made a statutory requirement by the Surface Transportation Efficiency Act of 1991 (ISTEA), which introduced eligibility to public agencies under limited circumstances to facilitate and encourage the coordination of human service transportation. ISTEA allowed acquisition of service in lieu of purchasing vehicles as an eligible expense to promote the use of private sector providers and coordination with other agencies. ISTEA also introduced the ability to transfer flexible funds to the program from certain highway programs, and the flexibility to transfer funds from the Section 5310 program to rural and urban formula programs. FTA increasingly required coordination of the program with other federal human service transportation programs. The Transportation Equity Act for the 21st Century (TEA-21) reauthorized the Section 5310 program in 1998. Funding levels for the program were increased in the absence of any significant program changes. SAFETEA-LU, enacted by Congress in 2005, required that Section 5310-funded projects be derived from a locally developed, coordinated public transit-human services transportation plan. It also introduced a seven-state pilot program that enabled the identified states to use up to one-third of the funds apportioned to them for operating assistance, and allowed transfers to Section 5307 or 5311, but only to fund projects selected for Section 5310 program purposes.

Under Department of Transportation regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18 (sometimes referred to as the Common Grant Rule), the state may rely on its own laws and procedures instead of federal procedures in the areas of financial management systems, equipment, and procurement. A state may pass its procedures down to its subrecipients

<sup>&</sup>lt;sup>3</sup> Federal Transit Administration, "Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions" (Circular 9070.1F, May 1, 2007).

that are public authorities, and the state's procedures apply to a third-party contract when a private provider of public transportation services enters into a third-party contract with a state or public subrecipient of a state. Private nonprofit subrecipients must comply with the "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 CFR Part 19.

Title 49 U.S.C. 5310(a)(1) authorizes funding for public transportation capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities. Title 49 U.S.C. 5310(a)(2) provides that a state may allocate the fund apportioned to it to:

- a private nonprofit organization, if public transportation service provided by state and local government authorities under Section 5310(a)(1) is unavailable, insufficient, or inappropriate; or
- a governmental authority that is approved by the state to coordinate services for elderly individuals and individuals with disabilities, or certifies that there are not any nonprofit organizations readily available in the area to provide the special service.

Section 5310 program measures are governed by the Government Performance Results Act (GPRA), which by law requires FTA to "establish performance goals to define the level of performance" and also to "establish performance indicators to be used in measuring relevant outputs, service levels, and outcomes" for each of its programs. FTA designed the following measures to fulfill its obligations under GPRA. The measures are at a program level rather than to assess individual grants.

- FTA captures overall program measures to be used with GPRA and the Performance Assessment Rating Tool process for the U.S. Office of Management and Budget.
- FTA conducts independent evaluations of the program focused on specific data elements to better understand implementation strategies and related outcomes associated with the program.
- FTA collects quantitative and qualitative program information on the following two measures established for the Section 5310 program as part of the annual report that each grantee submits to FTA:
  - Gaps in Service Filled: transportation options provided that would not
    otherwise have been available for older adults and individuals with disabilities,
    measured in numbers of older adults and individuals with disabilities afforded
    mobility they would not have without program support.
  - 2. Ridership: actual or estimated number of rides (as measured by one-way trips) provided annually for individuals with disabilities and older adults on Section 5310–supported vehicles and services.

As a condition for receipt of Section 5310 funds, FTA requires each state to produce and maintain a State Management Plan (SMP) that describes the state's policies and procedures for administering the state-managed portion of the program. All states are required to have an approved SMP on file in the FTA regional office. Additions or amendments to the SMP

must be made and submitted to FTA whenever a state significantly changes its management of the program, or when new program management requirements are imposed by FTA. Changes may also be required due to a state management review by FTA. While there is no prescribed format for the SMP, FTA provides recommendations regarding the nature of the content required. At a minimum, the document must include the state's objectives, policies, procedures, and administrative requirements, in a form readily accessible to potential subrecipients, state staff, FTA, and the public. The SMP should also include documentation required to comply with FTA annual certifications and assurances that delineate basic requirements for Section 5310. The SMP's primary purposes are to serve as the basis for FTA state-level management reviews of the program and to provide public information on the state's administration of the Section 5310 program. The SMP may also be used internally by the state as a program guide for local project applicants. If the state has other relevant documentation that provides the same information requested for the SMP, such as an annual applications manual, it may be included by reference as an attachment.

To gain an understanding of how each state administers its Section 5310 program, researchers assembled SMPs and annual application manuals for all states and the District of Columbia (See Appendix A). Table 11 delineates the type of document that was available from each state (i.e., a state management plan or an annual application manual).

The majority of states posted an SMP rather than an annual application manual online. SMPs generally provided more detail regarding program information and administration; often contained material for all grant programs available within the state; referenced direct links to FTA guidelines, circulars, and certifications and assurances; and, were slightly less current than annual application manuals, although these manuals appeared to fulfill FTA information requirements. Florida's SMP comprises a series of topic procedures (the FDOT Topic Procedure for 5310 is Topic Number 725-030-010-j, amended on June 8, 2010), in addition to an annual application package, which was current at the time of the review. The review focused on the following practices, which are discussed in detail in this section of the report.

- Section 5310 Designated Administrator
- Program administration
- Federal/local match
- State administrative expenses
- Vehicle useful life and replacement standards
- Procurement and specifications
- Pre-award and post-delivery reviews
- Maintenance plan and preventive maintenance
- Compliance review schedule
- Reporting requirements

Table 11 State Management Plan vs. Application Manual

State	State Management Plan	Annual Application Package	State	State Management Plan	Annual Application Package
Alabama		Х	Nebraska	Х	
Alaska	X		Nevada	X	
Arizona	X		New Hampshire	Χ	
Arkansas		X	New Jersey	X	
California	Χ		New Mexico	X	
Colorado	X		New York		X
Connecticut		X	North Carolina	Χ	
Delaware		X	North Dakota	Χ	
Florida		X	Ohio	Χ	
Georgia	X		Oklahoma		Request <sup>1</sup>
Hawaii		Χ	Oregon	Χ	
Idaho	X		Pennsylvania	Χ	
Illinois		Χ	Rhode Island	Χ	
Indiana	Χ		South Carolina	Χ	
Iowa	X		South Dakota	Χ	
Kansas	X		Tennessee	Χ	
Kentucky	X		Texas		X
Louisiana		X	Utah	Χ	
Maine	X		Vermont	Χ	
Maryland		X	Virginia		X
Massachusetts		X	Washington	Χ	
Michigan	Χ		West Virginia	Χ	
Minnesota		Χ	Wisconsin		X
Mississippi	Χ		Wyoming	Χ	
Missouri	Χ		District of Columbia	Χ	
Montana	Χ				

Source: State Management Plans and Annual Application Manuals accessed online from state websites.

The state agency designated by the chief executive officer of the state has principal authority and responsibility for administering the Section 5310 program, and it identifies the local government authorities eligible to apply for Section 5310 funds as coordinators of service for elderly persons and persons with disabilities. Table 12 details the designated Section 5310 program administrators for each state. The Department of Transportation was designated the Section 5310 administrator in Florida and all other states, including the District of Columbia, with the exception of Georgia, Oklahoma, and Maryland. In Georgia and Oklahoma, the Department of Human Services (DHS) administers the Section 5310 program. The designated Section 5310 administrator in Maryland is the State of Maryland Interagency Committee on Specialized Transportation (ICST).

<sup>&</sup>lt;sup>1</sup>Oklahoma posts general program guidelines with a link to request an official application form.

#### **Table 12 Section 5310 Administrator**

#### **Program Administrator**

Alabama Department of Transportation (ALDOT)

Alaska Department of Transportation (AkDOT)

Arizona Department of Transportation (ADOT)

Arkansas State Highway and Transportation Department (AHTD)

California Department of Transportation (Caltrans)

Colorado Department of Transportation (CDOT)

Connecticut Department of Transportation (ConnDOT)

Delaware Department of Transportation (DelDOT)

Florida Department of Transportation (FDOT)

Georgia Department of Human Services (DHS)

Hawaii State Department of Transportation (HDOT)

Idaho Transportation Department (ITD)

Illinois Department of Transportation (IDOT)

Indiana Department of Transportation (INDOT)

Iowa Department of Transportation (Iowa DOT)

Kansas Department of Transportation (KDOT)

Kentucky Transportation Cabinet/Office of Transportation (KYTC/OTD)

Louisiana Department of Transportation and Development (DOTD)

Maine State Department of Transportation (Maine DOT)

State of Maryland Interagency Committee on Specialized Transportation (ICST)

Massachusetts Department of Transportation (MassDOT)

Michigan Department of Transportation (MDOT)

Minnesota Department of Transportation (MnDOT)

Mississippi Department of Transportation (MDOT)

Missouri Department of Transportation (MoDOT)

Montana Department of Transportation (MDT)

Nebraska Department of Roads (NDOR)

Nevada Department of Transportation (NDOT)

New Hampshire Department of Transportation (NHDOT)

New Jersey Transit Corporation (NJ Transit)

New Mexico Department of Transportation (NMDOT)

New York State Department of Transportation (NYSDOT)

North Carolina Department of Transportation (NCDOT)

North Dakota Department of Transportation (NDDOT)

Ohio Department of Transportation (ODOT)

Oklahoma Department of Human Services (OKDHS)

Oregon Department of Transportation (ODOT) Public Transit Division (PTD)

Pennsylvania Department of Transportation (PENNDOT)

Rhode Island Public Transit Authority (RIPTA)

South Carolina Department of Transportation (SCDOT)

South Dakota Department of Transportation (SDDOT)

Tennessee Department of Transportation (TDOT) MTR

Texas Department of Transportation (TxDOT)

Utah Department of Transportation (UDOT)

Vermont Agency of Transportation (VTrans)

Virginia Department of Rail and Public Transportation (DRPT)

Washington Department of Transportation (WSDOT)

West Virginia Department of Transportation (WVDOT)

Wisconsin Department of Transportation (WisDOT)

Wyoming Department of Transportation (WYDOT)

District of Columbia District Department of Transportation (DDOT)

# **Administrative Requirements**

Many of the designated state departments of transportation assign a division or an office within the department to receive the Section 5310 funds apportioned to the state, and to apply to FTA for these funds on behalf of private nonprofit agencies and eligible local governmental authorities within the state. Assignment of responsibility for program administration for each of the states is summarized in Table 13. Assignment of program administration to the state's public transit office is most common (54.9%), followed by assignment to the state department of transportation (25.5%). Florida's Public Transit Office serves as the program administrator for Section 5310 funds within Florida.

Table 13 Section 5310 Program Administration

Program Administration	States		
Department of Transportation	AL, AK, AR, CO, DE, IL, NE, NV, NY, VA, WA, WI, WY		
Public Transit Office	CA, FL, ID, IN, IA, KS, LA, MD, MA, MI, MN, MS, MT, NH, NJ, MN, NC, OH, OR, PA, RI, SC, SD, TX, UT, VT, WV, DC		
Statewide/Multimodal Planning Division	AZ, HI, ME		
Division of Transportation Development	CO, TN		
Department of Human Resources	GA		
Office of Transportation Delivery	KY		
Multimodal Operations Division	MO		
Local Government Division	ND		
Aging Services Division	OK		

The Section 5310 program administrator is responsible for the following:

- Document the state's procedures in a State Management Plan (SMP)
- Notify eligible local entities of funding availability
- Plan for future transportation needs and ensure integration and coordination among diverse transportation modes and providers
- Solicit applications, develop project selection criteria, and review and select projects for approval
- Forward an annual Program of Projects (POP) and grant application to FTA
- Certify that allocations of grants to subrecipients are distributed on a fair and equitable basis
- Certify eligibility of applicants and project activities
- Ensure compliance with federal requirements by all subrecipients
- Certify that all projects are derived from a locally developed, coordinated public transit–human services transportation plan, developed through a process involving representatives of public, private, and nonprofit transportation and human services
- Monitor local project activity
- Oversee project audit and closeout

The program administrator must ensure not only that local applicants and project activities are eligible, but also that they are in compliance with federal requirements. In addition, the program administrator is required to ensure that private for-profit transportation providers are afforded an opportunity to participate to the maximum extent feasible, and that the program coordinates transportation services assisted under Section 5310 with transportation services assisted by other federal sources. All program activities must be included in the Statewide Transportation Improvement Program (STIP). After FTA approval of the application, funds are made available for state administration and for allocation to individual subrecipients within the state.

FTA headquarters in Washington, D.C., provides overall policy and program guidance for the Section 5310 program; apportions funds annually to the states; develops and implements financial management procedures; initiates and manages program support activities; and, conducts national program reviews and evaluations. FTA regional offices are responsible for the day-to-day administration of the program that involves review and approval of state grant applications; obligation of funds; management of grants; and oversight of the state's implementation of the annual program, including revisions to the POP. Regional offices also receive state certifications; review and approve SMPs; provide technical assistance, advice, and guidance to the states as needed; and, perform state management reviews through a contractor every three years, or as circumstances warrant. FTA completes other reviews as necessary.

# Federal/Local Matching Requirements

The federal share of eligible Section 5310 capital costs may not exceed 80 percent of the net cost of the activity. An amount up to 10 percent is eligible to fund program administrative costs including administration, planning, and technical assistance. The local share of eligible capital costs may not be less than 20 percent of the net cost of the activity, and may be provided from an undistributed cash surplus, a replacement or depreciation cash fund or reserve, a service agreement with a state or local service agency or private social service organization, or new capital.

A total of 35 states (68.6%) require subrecipients to follow a federal/local match of 80/20, while the remaining 16 states (31.4%) require compliance with a maximum federal match of 80 percent, but have established a different percent for the local match. Each state's federal/local match is detailed in Table 14. Arizona requires that subrecipients provide a 20 percent local match plus an additional one percent of the total procurement cost of the capital equipment. Both California and Massachusetts reduce the local match through the use of Transportation Development Credits (toll credits). California uses a set local match of 11.47 percent, while Massachusetts covers up to 20 percent, depending upon funding availability. Connecticut will provide a maximum local match in the amount of \$40,000 with the subrecipient responsible for the remaining balance. Idaho and Illinois provide the local match (up to 20%) depending on availability of funds. Florida, Tennessee, Vermont, and Kentucky provide the subrecipient with half of the local match (10%), and Kentucky will cover the entire local match if sufficient funds are available. Delaware and Michigan provide the entire 20 percent local match to subrecipients. Montana, North Carolina, and Oregon participate in the Seven-State Pilot Program that uses a sliding scale that effectively reduces

the local match to 14 percent for subrecipients in Montana and North Carolina and 10.27 percent for subrecipients in Oregon.

Table 14 Federal/Local Match

Table 14 Federal Materi					
State	Federal Match	Local Match	State	Federal Match	Local Match
Alabama	80%	20%	Nebraska	80%	20%
Alaska	80%	20%	Nevada	80%	20%
Arizona	80%	20%+1% <sup>1</sup>	New Hampshire	80%	20%
Arkansas	80%	20%	New Jersey	80%	20%
California	88.53%	11.47% <sup>2</sup>	New Mexico	80%	20%
Colorado	80%	20%	New York	80%	20%
Connecticut	80%	0-20% <sup>3</sup>	North Carolina	80%	10% <sup>4</sup>
Delaware	80%	0%	North Dakota	80%	20%
Florida	80%	10%	Ohio	80%	20%
Georgia	80%	20%	Oklahoma	83%	17%
Hawaii	80%	20%	Oregon	89.73%	10.27% <sup>4</sup>
Idaho	80%	0-20%	Pennsylvania	80%	20%
Illinois	80%	0-20%	Rhode Island	80%	20%
Indiana	80%	20%	South Carolina	80%	20%
Iowa	80%	20%	South Dakota	80%	20%
Kansas	80%	20%	Tennessee	80%	10%
Kentucky	80%	10-20%	Texas	80%	20%
Louisiana	80%	20%	Utah	80%	20%
Maine	80%	20%	Vermont	80%	10%
Maryland	80%	20%	Virginia	80%	20%
Massachusetts	80%	0-20% <sup>2</sup>	Washington	80%	20%
Michigan	80%	0%	West Virginia	80%	20%
Minnesota	80%	20%	Wisconsin	80%	20%
Mississippi	80%	20%	Wyoming	80%	20%
Missouri	80%	20%	District of Columbia	80%	20%
Montana	86%	14% <sup>4</sup>			

<sup>&</sup>lt;sup>1</sup> Subrecipient responsible for an additional 1% of total vehicle procurement cost

# **State Administrative Expenses**

Up to 10 percent of the state's total fiscal year (FY) apportionment may be used to fund program administration costs including administration, planning, and technical assistance. Administrative costs by state are presented in Table 15. A total of 27 states (52.9%) acknowledged use of state administrative expenses at the maximum allowable rate of 10 percent. No reference to the rate of state administrative costs was found for 16 states (31.4%). Iowa, Michigan, and Pennsylvania reported that they did not use the allowable 10 percent of the apportionment. By California state law, California may not use more than 5 percent for administrative costs. Kansas reported the use of 15 percent, a rate higher than that allowed. Louisiana, Nebraska, and Oregon use the greater of \$25,000, or 10 percent. SMPs indicated that state administrative funds were most often used to cover program administration costs, procurement procedures, and training.

<sup>&</sup>lt;sup>2</sup> Toll credits available to reduce share

<sup>&</sup>lt;sup>3</sup> FTA grant amount shall not exceed \$40,000, subrecipient pays remaining balance

<sup>&</sup>lt;sup>4</sup> Pilot Program sliding scale rate

**Table 15 State Administrative Expenses** 

State	State Administrative Costs	State	State Administrative Costs
State			
Alabama	10%	Nebraska	of \$25,000/10%
Alaska	10%	Nevada	10%
Arizona	10%	New Hampshire	10%
Arkansas	NR	New Jersey	10%
California	5%	New Mexico	NR
Colorado	10%	New York	NR
Connecticut	NR	North Carolina	10%
Delaware	NR	North Dakota	10%
Florida	NR	Ohio	10%
Georgia	NR	Oklahoma	NR
Hawaii	NR	Oregon	of \$25,000/10%
Idaho	10%	Pennsylvania	0%
Illinois	10%	Rhode Island	10%
Indiana	10%	South Carolina	10%
Iowa	0%	South Dakota	NR
Kansas	15%	Tennessee	10%
Kentucky	10%	Texas	10%
Louisiana	>of \$25,000/10%	Utah	10%
Maine	10%	Vermont	NR
Maryland	NR	Virginia	NR
Massachusetts	10%	Washington	NR
Michigan	0%	West Virginia	10%
Minnesota	10%	Wisconsin	NR
Mississippi	10%	Wyoming	10%
Missouri	10%	District of Columbia	NR
Montana	10%		

NR indicates no reference to state administrative costs in the State Management Plan

# **Vehicle Useful Life and Replacement Standards**

The Common Grant Rule gives states flexibility in managing and disposing of equipment. In keeping with the intent of the rule, FTA does not apply its policies regarding useful life standards for vehicles, vehicle replacement, or the requirement to use the straight-line depreciation method for determining fair market value and FTA reimbursement to Section 5310. Rather, FTA requires states to establish and implement their own rolling stock requirements for all categories of vehicles acquired under the Section 5310 program, consistent with the state's standards for equipment purchased with state funds. FTA permits state grantees to do the following:

- 1. Establish their own minimum useful life standards for vehicles.
- 2. Use their own procedures for determining fair market value.
- 3. Develop their own policies and procedures for maintenance and replacement of vehicles; however, maintenance requirements and insurance coverage must be adequate to protect the federal interest in the vehicle within the useful life determined by the state.

Researchers examined useful life standards detailed by states in SMPs and annual application manuals. Using Florida useful life as a standard, like vehicles from other states were identified and compared to Florida in terms of years and miles of useful life (Table 16).

### Table 16 Vehicle Useful Life Years/Mileage

#### Vehicle Type / Useful Life and Miles / Applicable State

```
Minivan (3-6 passenger, GVWR 6,050 lbs)
5 years
         200,000 miles FL
4 years
                        IN(2)
4 years
         100,000 miles AK(2), MI, NV, OR(2), SC, NJ, UT(2), CA
4 years
         150,000 miles
5 years
         95,000 miles
7 years
         100,000 miles
                        MT
         115,000 miles
                        NC
Commuter Van (2-9 passenger, GVWR 9,000 lbs)
5 years
         200,000 miles
         100,000 miles AL, AZ, CT, DC, ID, KY, MI(2), MO(2), NE, NH, NM, NV(2), OK, OR(2), RI, SC, TN(2), UT(2), WI(2)
4 years
5 years
         95,000 miles IL
5 years
         100,000 miles
                        HI, KS, MA, WY
5 years
         150,000 miles
                        MO
7 years
         100,000 miles
                        SD, MT(2)
                        NC(2)
         115,000 miles
7 years
         150,000 miles
Cutaway-Small (0-8 passenger, GVWR 12,300 lbs, 22'3")
Cutaway-Small, Low Floor (6-26 passenger, GVWR 12,000 lbs, 14,200 lbs, 25,500 lbs, 21', 23', 26-36')
5 years 200,000 miles FL
5 years
         200,000 miles
                        KY, NE, NJ(2), OR, UT
4 years
         100,000 miles
5 years
         100,000 miles
                        MA
         145,000 miles
5 years
         150,000 miles
                        AL, ID, MI, MN, NJ(2), NV, OR(2), PA, RI, SC, TN, UT(2), VT(2), WI, WY
5 years
         200,000 miles
                        PΑ
6 years
         150,000 miles
                        HI
6 years
         200,000 miles
                        MD
7 years
         100,000 miles
                        AK, IL
7 years
         150,000 miles
                        MA(2)
7 years
         250,000 miles
                        MN
8 years
         200,000 miles
Bus-Medium Duty [0-28 passenger (27-33 w/out wheelchair), 26,500-31,000 lbs, 31-34']
Bus-Medium Duty, Low Floor [0-28 passenger (39 w/out wheelchair), GVWR 34,000 lbs, 31']
7 years
         250,000 miles
                        FL
7 years
         250,000 miles
         200,000 miles
7 years
                        AL, ID, KY, MA(2), MI, MO(2), MT, NH, NJ, NM, OK, OR(2), PA, SC, TN, UT(2), VT, WI, WY
7 years
         400,000 miles
                        ΑZ
8 years
         200,000 miles
                        ND
9 years
         180,000 miles
                        IL
         350,000 miles
9 years
                        NV
```

The comparison was carried out by looking at the sample means of Florida vehicles versus all other states vehicles and using mean comparison tests. The tests indicate that vehicles administered under the TRIPS program had a longer useful life when compared to the out-of-state sample presented in Table 6.

# **Procurement and Specifications**

When procuring property, supplies, equipment, or services under an FTA grant, a state is required to follow the same policies and procedures it uses for procurements from its non-federal funds, to the extent permitted by federal statutes and regulations. While the federal threshold for small purchases is currently \$100,000, for itself and its subrecipients, a state may set a threshold lower than the federal threshold. All governmental subrecipients may follow state procurement procedures; however, FTA third-party contracting requirements are fewer for states and subrecipients that are local or tribal governments than for subrecipients that are private nonprofit organizations because of differences between 49 CFR Part 18 and 49 CFR Part 19. A state may choose to use the more detailed FTA requirements included in the current FTA Circular 4220.1 for all subrecipients as part of its state procurement procedures for the sake of consistency.

Procurement procedures used by states and their public agencies and instrumentalities must comply with the following specific federal procurement requirements:

- State procurement practices must, at a minimum, comply with five specific federal requirements: (1) for rolling stock, a five-year limitation on contract period of performance; (2) full and open competition; (3) a prohibition against geographic preferences; (4) the use of the Brooks Act procedures for procurement of architectural and engineering services, if the state has not adopted a statute governing procurement of such services; and (5) inclusion in contracts of all federal clauses required by federal statutes and executive orders and their implementing regulations.
- Subrecipients that are governmental authorities such as local or Indian tribal governments must comply with the same federal requirements governing state procurements. States are responsible for ensuring that subrecipients are aware of and comply with federal requirements.
- Subrecipients that are private nonprofit organizations must comply with FTA
  procurement requirements contained in the current FTA Circular 4220.1. States are
  responsible for ensuring that private nonprofit subrecipients are aware of and comply
  with these additional requirements.

Responsibility for vehicle procurement and development of specifications for each state is presented in Table 17. The majority of procurements are processed at the state level, often through the use of a state contract, and while many states do allow subrecipients to establish their own procurement processes, subrecipients are most always subject to state oversight and approval prior to actual procurement.

Georgia restricts the use of Section 5310 funds to the purchase of service rather than the purchase of vehicles. Florida appears to be the only state that requires a second level of

safety testing for compliance with established *FDOT Crash and Safety Testing Standards*. In Iowa, subrecipients are given the option to procure capital items themselves, join with their peers in consortium procurements, or to defer to the state in a statewide procurement. Iowa reported that in recent years, the predominant mode of procurement had been consortia procurements, with different systems taking the lead on behalf of their peers; however, that process appears to have become more burdensome of late, which has resulted in a move to statewide procurements. Oversight and technical assistance are provided by Office of Public Transportation staff.

In Vermont, all Section 5310 vehicle procurements are completed by a designated 5311 transportation organization. Oversight is conducted by the Vermont Agency of Transportation (VTrans). Subrecipients must certify by way of a checklist that all federal clauses were included in the procurement and return a copy certifying compliance. VTrans must provide written approval of the procurement manual prior to purchase.

Table 17 Section 5310 Responsibility for Procurement and Specifications

State	Procurement	Specifications
Alabama	ALDOT & Alabama Finance Department competitive bidding process	ALDOT
Alaska	Alaska Transit Office state contract; subrecipient can procure	Alaska Transit Office
Arizona	ADOT Multimodal Planning Division (MPD) procures, but requires payment well in advance of delivery	ADOT
Arkansas	AHTD purchases all vehicle through state procurement process	AHTD
California	Caltrans Division of Mass Transportation (DMT) issues vehicle purchase orders based on Caltrans DMT–approved vehicles	Caltrans DMT
Colorado	Colorado Department of Transportation (CDOT); reimbursement upon receipt of the Certificate of Procurement and Acceptance by CDOT	CDOT
Connecticut	Greater New Haven Transit District (GNHTD) contract once a year; may purchase on own with ConnDOT approval	GNHTD
Delaware	Delaware Transit Corporation (DTC)	DTC
Florida	Transit Research Inspection Procurement Services (TRIPS); proposer must meet approval requirements of FDOT Crash and Safety Testing Standards; award of contract is contingent upon successful completion of a two-step pre-approval process and obtaining a Temporary Waiver Contract	TRIPS

Table 17 Section 5310 Responsibility for Procurement and Specifications continued

continuea			
State	Procurement	Specifications	
Georgia	Georgia Department of Human Services (DHS); no program funds used to purchase vehicles; purchase of service only	DHS	
Hawaii	Hawaii State Department of Transportation (HDOT) will procure upon receipt of subrecipient's documents; subrecipient may procure using an HDOT-approved process	Subrecipient with HDOT assistance or use List of Vehicle Vendors	
Idaho	Idaho Transportation Department (ITD) ensures that all procurements comply with state law; reviews bid documents	ITD reviews after subrecipient prepares	
Illinois	IDOT & Department of Central Management procure all vehicles through Consolidate Vehicle Procurement Program (CVP)	IDOT uses a consultant	
Indiana	INDOT procures all vehicles through Indiana Department of Administration (INDOA) Quantity Purchase Awards (QPA); applicants select vehicles from INDOT's Vehicle Selection Guide	INDOT	
Iowa	Statewide procurement or consortium of peers conducts procurement; consortium use has increased	Office of Public Transit (OPT) approves	
Kansas	Kansas Department of Transportation (KDOT) does not order or purchase vehicles	Kansas Coordinated Transit District Council (KCTDC) in conjunction with KDOT	
Kentucky	Kentucky Transportation Cabinet (KYTC) Office of Transportation (OTD) does not purchase vehicles directly; subrecipient can purchase off state contract with KYTC/OTD approval prior to using any state price contract or joint bid through the Kentucky Public Transit Association (KPTA)	КРТА	
Louisiana	Louisiana Department of Transportation and Development (DOTD) forwards bid request to Division of Administration for centralized purchasing	DOTD develops specifications for equipment most often requested; subrecipient must provide specifications for other vehicles	
Maine	Maine Department of Transportation (MaineDOT) Bureau of Purchases processes all bid awards and purchases all vehicles	Bureau of Transportation Systems Planning sponsoring peer group for input in the specification development process	

Table 17 Section 5310 Responsibility for Procurement and Specifications continued

State	Procurement	Specifications	
Maryland	Maryland Transit Administration (MTA) state contract	MTA	
Massachusetts	Massachusetts Department of Transportation (MassDOT) Community Transit Grant Program (CTP) responsible for procurement; subrecipient can use own process or use another transportation provider's process with MassDOT approval		
Michigan	Michigan Department of Management and Budget conducts vehicle procurements through the Extended Purchase Program; subrecipient may procure directly subject to MDOT review and approval	Bureau of Public Transportation (BPT)	
Minnesota	Minnesota Department of Administration: Materials Management Division	Office of Transit	
Mississippi	Mississippi Department of Transportation (MDOT) routinely conducts a centralized procurement process at the state level for vehicles through the Procurement Division; subrecipients may conduct as long as in compliance and approved	MDOT Public Transit Division (PTD)	
Missouri	Missouri Department of Transportation (MoDOT)	MoDOT	
Montana	Montana Transit Section procures through Purchasing Services Bureau	Transit Section staff	
Nebraska	Nebraska Department of Roads (NDOR) and the Nebraska Department of Administrative Services (NDAS)	NDOR and NDAS	
Nevada	State Purchasing Division conducts for Nevada Department of Transportation (NDOT)	NDOT and State Purchasing Division	
New Hampshire	New Hampshire Department of Transportation (NHDOT); subrecipient may procure	NHDOT	
New Jersey	New Jersey Transit Corporation (NJ Transit) purchases all vehicles	NJ Transit	

Table 17 Section 5310 Responsibility for Procurement and Specifications continued

State	Procurement	Specifications
New Mexico	Transit and Rail Division forwards approved specifications to New Mexico Department of Transportation (NMDOT) for review and submission to the State Procurement Office; bids are opened by the General Services Division; subrecipients may purchase on their own or on the State Price Agreement	Transit and Rail Division develops and forwards specifications to subrecipients for review and applicable comments are incorporated
New York	New York State Department of Transportation (NYSDOT) Public Transportation Bureau procures under statewide Office of General Services (OGS) Bus Procurement Contract	NYSDOT Public Transportation Bureau
North Carolina	Subrecipient required to procure on own in compliance with state and federal guidelines; North Carolina Department of Transportation (NCDOT) Public Transit Division (PTD) reviews all procurements	PTD must review and approve all specifications prior to bid
North Dakota	Subrecipient may use "state bid" contract or may purchase on own, but must comply to receive reimbursement	North Dakota Department of Transportation (NDDOT)
Ohio	Ohio Department of Transportation (ODOT) Office of Equipment Management prepares bid procedures; the Office of Contracts conducts the bid process; Vehicle Selection Guide is updated biannually	ODOT Office of Equipment Management prepares all vehicle specifications
Oklahoma	Oklahoma Department of Central Services	Oklahoma Department of Central Services
Oregon	Subrecipients order vehicles through State Price Agreements administered by the Oregon Department of Administrative Services (DAS); RFP must be approved by the Public Transit Division (PTD) prior to signing with vendor; piggybacking is allowed	DAS and ODOT procurement and PTD staff prepare specifications
Pennsylvania	Subrecipient can use state vehicle contract; procurements are reviewed by program management personnel and Bureau of Public Transportation (BPT) engineering staff for compliance with state and federal regulations	ВРТ

Table 17 Section 5310 Responsibility for Procurement and Specifications continued

State	Procurement	Specifications
Rhode Island	All major capital purchases are completed by the Rhode Island Public Transit Authority (RIPTA); vehicles will be operated by RIPTA or leased to outside agencies based on Coordinated Plan	RIPTA
South Carolina	Subrecipient purchases off state contract issued by the South Carolina Office of Materials Management	Office of Public Transit
South Dakota	Office of Procurement Management under the Bureau of Administration secures statewide contracts for state and local agencies to purchase items	South Dakota Department of Transportation (SDDOT)
Tennessee	Generally, all vehicles are purchased through the competitive sealed bid process through Tennessee Department of General Services, Division of Purchasing, from the General Services statewide contract; subrecipient may procure after approval from the Division of Multimodal Transportation Resources (MTR)	MTR and the Tennessee Department of Transportation's (TDOT) Division of Central Services
Texas	Subrecipients are required to have a procurement policy in place that complies with state and federal regulations; Texas Department of Transportation (TxDOT) will provide technical assistance upon request	TxDOT will provide technical assistance to subrecipient upon request
Utah	Public Transit Team (PTT) awards funds for purchase of state procured capital equipment; subrecipient may procure after approved by PTT	PTT develops
Vermont	All Section 5310 vehicle procurements are completed by a designated 5311 transportation organization; oversight is conducted by Vermont Agency of Transportation (VTrans), which must provide written approval of procurement manual prior to purchase	VTrans
Virginia	Department of Rail and Public Transportation (DRPT)	DRPT
Washington	State of Washington Department of Enterprise Service, Office of State Procurement, issues a statewide, multi- vendor, multi-vehicle contract; subrecipient purchases and Washington State Department of Transportation (WSDOT) reimburses	State of Washington Department of Enterprise Service, Office of State Procurement, and WSDOT

Table 17 Section 5310 Responsibility for Procurement and Specifications continued

State	Procurement	Specifications	
West Virginia	Division of Public Transit procures through the State of West Virginia's Purchasing Division	Division of Public Transit reviews specifications yearly to ensure they include the latest technological development and are in compliance with federal regulations	
Wisconsin	Wisconsin Department of Transportation (WisDOT) manages the bid process and purchase of vehicles; subrecipients may choose vehicles that best meet their needs from a vehicle list attached to the application	WisDOT	
Wyoming	All vehicle procurements are handled through Wyoming Department of Transportation (WYDOT) Office of Local Government Coordination (LGC) and the Purchasing Department; a Vehicle Procurement Package is distributed to vendors for bid; additional technical assistance is available for procurements involving 20 or more vehicles	WYDOT's LGC and the Purchasing Department	
District of Columbia	DDOT Office of Contracts and Procurement	Department of Public Works Fleet Services	

#### **Pre-award and Post-delivery Reviews**

Procurements for vehicles, other than sedans or unmodified vans, must be audited in accordance with 49 CFR Part 663, "Pre-award and Post-delivery Audits of Rolling Stock Purchases." The regulation requires any recipient or subrecipient that purchases rolling stock for use in revenue service with funds obligated after October 24, 1991, to conduct a pre-award and post-delivery review to assure compliance with its bid specifications, Buy America requirements, and Federal Motor Vehicle Safety Standards (FMVSS) requirements, and to complete specific certifications. Purchase of more than 20 vehicles for use in areas under 200,000 in population (more than 10, for large urbanized areas), other than unmodified vans or sedans, requires in-plant inspection. In the case of consolidated state procurements on behalf of multiple subrecipients, the in-plant inspection requirement is triggered only if a single recipient will receive more than 10 or more than 20 vehicles, depending on area size.

An overview of designated responsibility for pre-award and post-delivery audits is presented in Table 8. In a total of 27 of the 50 states (54%) required to conduct a pre-award audit, the procurement agency conducts and certifies the pre-award audit. Arizona Department of Transportation (ADOT) inspectors review vehicles on the assembly line and test pilot vehicles. ADOT Equipment Services Division inspects vehicles upon shipment to ADOT and

prior to delivery to subrecipient. Fleet Services Division within the District of Columbia inspects vehicles in a pre-award audit. If the District procures more than 10 vehicles from any single vendor, the District will have a resident inspector present at the manufacturer's final assembly location throughout the manufacturing process. Mississippi Department of Transportation (MDOT) will provide for in-plant inspection when 10 or more vehicles are procured. MDOT requires the subrecipient to comply with and certify pre-award requirements. Missouri Department of Transportation (MoDOT) staff makes the pre-award audit at the manufacturing site. Every vehicle is inspected before delivery to the subrecipient for compliance to specifications and safety standards.

Vendors must present vehicles to New York State Department of Transportation (NYSDOT) inspectors for compliance with specifications, safety requirements, vehicle order, and quality control prior to delivery to subrecipients. A subrecipient must certify to the North Carolina Department of Transportation (NCDOT) that it has conducted a pre-award audit to ensure compliance. Resident inspection is required when purchasing more than 20 buses or modified vans from a single manufacturer. The Ohio Department of Transportation (ODOT) conducts all procurements for vehicles on behalf of Section 5310 subrecipients in accordance with FTA regulation "Pre-award Audit of Rolling Stock Purchases" and the most recent guidance. When necessary, OEM and Office of Transit staff conduct in-plant inspections during the manufacturing process to ensure compliance with specifications and FTA requirements. Rhode Island Public Transit Authority's bid specifications include provisions to ensure compliance, including pre-award reviews, a pre-production meeting, on-line inspections at the assembly plant, and vehicle road tests at the factory. West Virginia Department of Transportation's Division of Public Transit (DPT) may contract and provide a resident inspector at the manufacturing site during production. DPT audits vendor documentation to ensure compliance and receives and reviews the resident inspector's reports. Pursuant to the Florida TRIPS contract, the dealer is required to submit weekly status reports to the TRIPS Database Center, which tracks the progress of each individual vehicle through the procurement and production process. The report is coordinated with the manufacturer's report. In addition, the vehicle manufacturer's compliance is continually monitored by contracted line inspectors at each vehicle production site.

In 19 of the 50 states (38%) required to conduct a pre-award audit, the subrecipient conducts and certifies the pre-award audit. The Idaho Transportation Department (ITD) reviews the procurement process and the pre-award, but requires the subrecipient to conduct inspections of the equipment during each phase of the vehicle's construction for single purchases of 20 or more. Oregon Department of Transportation requires the subrecipient to certify the pre-award audit to ensure compliance. Resident inspection is required when purchasing more than 20 buses or modified vans from a single manufacturer. Tennessee's Division of Multimodal Transportation Resources (MTR) requires any subrecipient who purchases rolling stock to certify to MTR that is has conducted a pre-award audit to ensure compliance. Vehicles are inspected before delivery to ensure compliance with safety standards and specifications. Resident inspection is required when purchasing more than 20 buses or modified vans from a single manufacturer.

Post-delivery audits are performed and certified by the procurement agency in 23 of the 50 states (46%). The Alabama Department of Transportation (ALDOT) facilitates a thorough inspection of vehicles in advance of delivery to subrecipients. ADOT inspects vehicles prior to delivery to subrecipients. District of Columbia Fleet Services Division inspects in postdelivery. If the District procures more than 10 vehicles from any single vendor, it will send a resident inspector to the manufacturer's final assembly facility and will visually inspect and road-test the buses or vans. The Idaho Transportation Department reviews the procurement process and monitors the post-delivery purchaser's requirements and FMVSS compliance as part of a site visit that includes a complete visual inspection and road test to demonstrate that the vehicle meets the contract specifications. Upon receipt of vehicles ordered, the Louisiana Department of Transportation and Development (DOTD) will conduct a postdelivery audit for Buy America, bid specifications, FMVSS, and specific cost information. DOTD will certify that a resident inspector was on-site throughout the manufacturing period and monitored the manufacture of the vehicles for the procurement of 11 or more vehicles. Upon delivery, the Montana Department of Transportation (MDT) Transit Section jointly inspects with subrecipient and vendor. MDT completes a New Vehicle Delivery Inspection Sheet. Upon delivery, the Nebraska Department of Transportation Purchasing Division conducts a post-delivery audit. The New Mexico Rail and Transit Division signs and completes certifications, verifies Vehicle Identification Number (VIN), completes the Visual Inspection Sheet, and obtains a copy of the manufacturer sticker.

Rhode Island PTA bid specifications include provisions to ensure compliance, including post-delivery reviews, inspection of vehicles using a checklist before final acceptance, and placement of the vehicle into service only after final acceptance. After delivery, the West Virginia Division of Public Transit performs a visual inspection and a road test verifying that the equipment was constructed and operates in accordance with bid specifications. In Florida, all vehicles must be delivered to the Springhill Bus Testing and Inspection Facility (SBTIF) located in Tallahassee, Florida, for an inspection scheduled by the TRIPS manager. Deficiencies noted in the TRIPS Pre-delivery Inspection Report conducted on each vehicle at SBTIF are to be completed before delivery to a subrecipient. The dealer is required to submit weekly status reports to the TRIPS Database Center, which tracks the progress of each individual vehicle through the procurement and production process, from receipt of order through delivery and acceptance of each individual vehicle by the agency. The report is coordinated with the manufacturer's report. The dealer is required to provide a vehicle orientation with each vehicle delivered to an agency.

In 23 of the 50 states (46%) required to conduct a post-delivery audit, the subrecipient conducts and certifies the post-delivery audit. The subrecipient must certify to NCDOT that it has conducted a post-delivery audit to ensure compliance. Visual inspection and road testing are required when purchasing unmodified vans, cars, or 20 or fewer buses. Ohio DOT conducts all procurements for vehicles on behalf of all Section 5310 subrecipients in accordance with FTA regulation "Post-delivery Audit of Rolling Stock Purchases" and the most recent guidance. Upon receipt of the vehicle, the subrecipient is responsible for road testing and checking the operational functions of the vehicle, and providing the Office of Transit with a signed delivery receipt. In Oregon, the subrecipient must certify the post-delivery audit, complete a visual inspection, and conduct a road test for unmodified vans,

cars, or 20 or fewer buses. Any subrecipient who purchases rolling stock must certify to Tennessee MTR that it has conducted a post-delivery audit to ensure compliance. A visual inspection and road test are required when purchasing unmodified vans, cars, or 20 or fewer buses. Wisconsin requires each subrecipient to conduct or cause to be conducted the requisite post-delivery review and maintain on file the required certifications. The subrecipient must conduct a vehicle inspection and road test to ensure compliance with specifications. All subrecipients are required to certify to the Wyoming Department of Transportation (WYDOT) that they have conducted a post-delivery audit to ensure compliance. Visual inspections and road tests are required upon delivery to ensure compliance with specifications.

**Table 18 Pre-Award and Post-Delivery Audits** 

State	Pre-Award Review	Post-Delivery Review	State	Pre-Award Review	Post-Delivery Review
Alabama	Subrecipient	Subrecipient	Nebraska	NDOR	NDOR
Alaska	Subrecipient .	Subrecipient .	Nevada	State Purchasing	State Purchasing
Arizona	ADOT	ADOT	New Hampshire	NHDOT	NHDOT
Arkansas	AHDT	AHDT	New Jersey	NJTransit	NJTransit
California	Subrecipient	Subrecipient	New Mexico	T&RD	T&RD
Colorado	Subrecipient	Subrecipient	New York	NYSDOT	NYSDOT <sup>5</sup>
Connecticut	GNHTD	Subrecipient .	North Carolina	Subrecipient	Subrecipient
Delaware	DTC	DTĊ	North Dakota	NDDOT	NDDOT
Florida <sup>1</sup>	TRIPS	TRIPS	Ohio	ODOT	Subrecipient
Georgia <sup>2</sup>	Not Applicable	Not Applicable	Oklahoma	No Reference	No Reference
Hawaii	HDOT	Subrecipient	Oregon	Subrecipient	Subrecipient
Idaho	Subrecipient	ITD	Pennsylvania	Subrecipient	Subrecipient
Illinois	IDOT	IDOT	Rhode Island	RIPTA	RIPTA
Indiana	IDOA	INDOT	South Carolina	SCDOT & SR	SCDOT & SR
Iowa	Subrecipient	Subrecipient	South Dakota	SDDOT	SDDOT
Kansas	KCTDC	Subrecipient	Tennessee	Subrecipient	Subrecipient
Kentucky	Subrecipient	Subrecipient	Texas	No Reference	No Reference
Louisiana	DOTD PTS	DOTD PTS	Utah	Subrecipient	Subrecipient
Maine	MaineDOT	MaineDOT	Vermont	VTrans	VTrans
Maryland	Subrecipient	Subrecipient	Virginia	Subrecipient	Subrecipient
Massachusetts	Subrecipient	Subrecipient	Washington	Subrecipient	Subrecipient
Michigan	Subrecipient	Subrecipient	West Virginia	DPT	DPT
Minnesota	No Reference	No Reference	Wisconsin	Subrecipient	Subrecipient
Mississippi <sup>3</sup>	MDOT	Subrecipient	Wyoming	Subrecipient	Subrecipient
Missouri	MoDOT	MoDOT	District of Columbia	DDOT FSD	DDOT FSD
Montana <sup>4</sup>	MDT	MDT & SR			

<sup>&</sup>lt;sup>1</sup> Florida Spring Hill Inspection Facility

#### Maintenance Plan and Requirements

Based on SMPs and Annual Application Manuals, subrecipients in all states are required to have a written maintenance plan or documented maintenance procedures with the exception of Delaware, Oklahoma, Rhode Island, and Wisconsin. Oklahoma makes no reference in its online program description, and Wisconsin makes no reference to the requirement in its Annual Application Manual. In Delaware, upon receipt of a vehicle, the

<sup>&</sup>lt;sup>2</sup> Georgia purchases service rather than vehicles

<sup>&</sup>lt;sup>3</sup> MDOT provides for in-plant inspection when  $\geq$  10 vehicles are procured

<sup>&</sup>lt;sup>4</sup> Post-delivery inspection is conducted jointly with state and subrecipient

<sup>&</sup>lt;sup>5</sup> NYSDOT inspectors responsible for post-delivery inspection

Delaware Transit Corporation (DTC) will set up a maintenance schedule at one or more of its maintenance locations statewide. Subrecipients are responsible for delivering the vehicle for maintenance and retrieving the vehicle upon completion of the required maintenance. Rhode Island Public Transit Authority (RIPTA) maintains all vehicles purchased with FTA funding for the useful life of the vehicle. The cost of maintenance is the responsibility of the subrecipient.

#### **Preventive Maintenance Requirement**

Preventive maintenance requirements are referenced in most SMPs and annual application manuals and are detailed in Table 19. A total of 26 of the 50 states and the District of Columbia (51.0%) require that the subrecipient develop and incorporate a preventive maintenance program that provides a means of indicating the types of inspections, maintenance, and lubrication operations that are to be performed on each vehicle, along with the date or mileage these operations are due. A total of 13 of the 50 states and the District of Columbia (25.5%) require that the subrecipient meet at least the minimum OEM recommendations for maintenance and preventive maintenance. Ten states (19.6%) provide subrecipients with an official Preventive Maintenance Plan. Delaware, Maryland, and South Carolina provide Preventive Maintenance Programs. Florida and Indiana have developed a Preventive Maintenance Manual for subrecipients' use. Illinois provides a Sample Preventive Maintenance Program, which subrecipients can use to establish a specific agency plan. Nebraska distributes a Minimum Preventive Maintenance Plan. Nevada has developed a software maintenance plan for subrecipients' use. Rhode Island created a centralized Preventive Maintenance Plan, specifically for use within its centralized maintenance program.

**Table 19 Preventive Maintenance Requirement** 

Preventive Maintenance Program	States
Subrecipient PM Program	AL, AZ, AR, CA, CT, GA, HI, IA, KS, KY, ME, MS, MT, NH, NJ, NM, NY, OR, PA, SD, TE, TX, UT, VT, VA, WA
Minimum Original Equipment Manufacturer (OEM) Standards	AK, CO, DC, ID, LA, MA, MI, MN, MO, NC, ND, WV, WY
Official State Preventive Maintenance Manual	DE, FL, IL, IN, MD, NE, NV, OH, RI, SC
No Reference in SMP or Application	OK, WI

Source: State Management Plans and Annual Application Manuals accessed online from State websites

#### **Compliance Review Schedule**

Based on information reported in SMPs and annual application manuals, most compliance reviews and/or inspections are conducted every two to three years, as indicated in Table 20. Illinois and West Virginia conduct compliance reviews annually. Illinois inspects a sample of subrecipients each year, while West Virginia inspects 20 percent of West Virginia's subrecipients annually. Delaware inspects all vehicles at Delaware's statewide maintenance facilities.

**Table 20 Compliance Review Schedule** 

Compliance Review/Inspection Schedule	States
Annual Review	AZ, DC, KY, MN, SD
Every 2 Years	CO, FL, LA, MT, NV, NJ, NM, ND, TX, UT, WA
Every 3 Years	AL, CA, IN, KS, ME, MI, MO, NH, NC, OH, SC, TN, VT
Every 5 Years	OR
On-site Inspection (frequency not indicated)	AK, AR, GA, HI, ID, IA, MA, MD, MS, NE, PA, WY
Sample a Percentage Annually	IL, WV
Inspection @ Statewide Maintenance Location	DE
No Reference in SMP or Application	CT, NY, OK, RI, VA, WI

Source: State Management Plans and Annual Application Manuals accessed online from State websites

#### **Reporting Requirements**

An inventory of all reporting requirements included in SMPs and annual application manuals for all 50 states and the District of Columbia is detailed in Table 21. Quarterly reporting is required in 35 percent of the states, while 20 percent of the states require some type of monthly reporting. Florida, Alabama, and West Virginia have incorporated online reporting, and North Carolina has established an Operating Statistics (OPSTATS) Report that enables subrecipients to identify trends through use of an Excel data tracking form.

**Table 21 Reporting Requirements** 

State	Reporting Requirements
Alabama	Quarterly Reports / Annual Reports / ALDOT supplied forms / submit online using Alabama Transit Reporting System (ATRS)
Alaska	Road Test, New Vehicle Inspection Form, Quarterly Reports: Operations, Ridership, Performance, Financial Costs
Arizona	Vehicle Maintenance Reports
Arkansas	Quarterly Performance Monitoring Reports / Fleet PM Program
California	Milestone Progress Report / Semi-annual Form posted on website: trips, mileage, maintenance costs by vehicle / Report damage or loss within 10 days
Colorado	Reimbursement Requests / Annual Certification and Performance Report (cost/trip, hour, mile) / Accessibility of Service Compliance / Basic Operating Data: operating and administrative expenses, one-way trips, service miles, and service hours
Connecticut	Quarterly Operating Report / Quarterly Maintenance Report (maintenance and repairs)
Delaware	Monthly Vehicle Utilization Report
Florida	Dealer Warranty Information online: Data Center

	Table 21 Reporting Requirements continued	
State	Reporting Requirements	
Georgia	Monthly Reports: Passenger Trip Cost, Mileage, Ridership, Operating Revenue and Expenses, and Days in Service	
Hawaii	Operating Records: Ridership, Trip Destination, Passenger Characteristics, Accidents, and Incidents / Quarterly Vehicle Report / Annual Vehicle Report / Annual Performance Measure Report for Gaps in Service and Ridership	
Idaho	Annual Financial Status Report / Annual Project Report	
Illinois	Vehicle and Equipment Control Records: Description, ID#, Funding Source, Title Holder, Federal Participation, Physical Location, Current Use, and Condition	
Indiana	Annual Vehicle Report distributed by INDOT for completion: Ridership, Operating, and Financial Information	
Iowa	Quarterly and Year-End Statistical Reports / Annual Status Report / Annual Odometer Report	
Kansas	Monthly: Ridership, Expenditure, and DBE Reports / Annual Vehicle Inspections	
Kentucky	Quarterly Vehicle Utilization Reports: Ridership, Revenue, Expenses, Vehicle and Equipment Management	
Louisiana	Loss, Damage, or Theft of an FTA-funded vehicle must be reported immediately / Monthly Vehicle Maintenance Expense Record / Annual Compliance Review Questionnaire / Monthly Vehicle Trip Summary Log	
Maine	Gaps in Service Filled / Ridership / Annual Status Report / Milestone Progress Report (MPR) / Program Measures Report	
Maryland	No reference to reporting requirements	
Massachusetts	Maintenance Records / Accidents	
Michigan	Detailed data on service and vehicle information	
Minnesota	Quarterly: Actual Rides by Type of Rider and Each Vehicle Aggregate Actual One-Way Trips	
Mississippi	Monthly Report for each vehicle / Six-Month Report	
Missouri	Inform MoDOT of any accident or vehicle beyond useful life due to high mileage or poor overall condition / Calendar Year for Each Vehicle: Odometer, Miles Driven, One-Way Disabled Trips, One-Way Elderly Trips, Vehicle Expenses (including administration) for Year, New Lease Agreements, and Counties Served	
Montana	Quarterly Report: Operations, Ridership, Performance, and Financial Costs / Complete Daily Reports	
Nebraska	Monthly Vehicle Usage Report, including Vehicle Maintenance and Vehicle Maintenance Costs	
Nevada	Report all collisions within 24 hours	
New Hampshire	Quarterly: Costs, Revenues, Service Hours, Miles, Passenger Trips, and Accident Reports	

eporting Requirements uarterly: Ridership, Usage, Mileage, Repair and Maintenance Costs	
uarterly: Ridership, Usage, Mileage, Repair and Maintenance Costs	
Federal Financial Report / Annual Program Status Report / Quarterly Narrative Report of Program Activities / Quarterly Performance Report of Program Activities / Quarterly Performance Report detailing: Costs, Revenues, Service Hours and Miles, Passenger Trips, and Accidents	
andatory Semi-annual Report Form / Voluntary Forms: Passenger Record orm / Vehicle Daily Report Form / Vehicle Daily Trip Record Form / Vehicle epair Form	
re-trip and Post-trip Inspection requirement / Report service accidents within 8 hours / Operating Statistics (OPSTATS) Report (Excel data tracking form)	
nnually: Revenue, Sources of Revenue, Operating Costs, Capital Costs, Fleet ize by Type, Revenue Vehicle Miles, and Ridership	
emi-annual Reports for each vehicle: Odometer Reading, Total Elderly assenger Trips, Total Disabled Passenger Trips, Total Trips for Other assengers, Total Number of Unduplicated Elderly and Disabled Trips, Total ehicle Maintenance Costs, Days in Use, and Accidents during period	
o reference to reporting requirements	
scal Performance: Number of Rides, Hours, Miles, Senior and Disabled assenger Counts / Quarterly Revenues and Expenditures / Local ontributions and Source / Vehicle Procurement Status Reports / Special urpose Reports / Vehicle Out of Service More Than 90 Days	
nnual Vehicle Use Report / Number of One-Way Passenger Trips and Number Clients Eligible to Receive Services / Civil Rights Report / PM Report	
uarterly Project Activity and Revenue and Expenditures / Annual Audit of unds Expended	
aintain Records: Rebuilds, Repairs, PMI Report, Daily Vehicle Condition, and ork Orders	
nnual Vehicle Monitoring (may be required to submit more frequently): perating Characteristics, Ridership, and Trip Purpose	
ehicle Out of Service More Than 30 Days (requires written notification) / nnual Program Status Report	
ktraordinary change in vehicle or its equipment / Maintain Records: Tripogs, Driver Safety, Insurance, Regular and Major Maintenance, Repairs, and perating Budget / Quarterly Reports	
uarterly and Monthly Financial and Operating Data Reports / Annual ertification and Assurance Report / Vehicle Surveillance Inspection Report / aintenance Report / Vehicle Use Report	
nnual Vehicle Report / Quarterly Milestone Progress Reports (MPR) and nancial Reports / Monthly Ridership and Expenditure Reports / Annual ehicle Inventory Reports / Annual Vehicle Maintenance Certification	
oss or Damage / Maintain File on Each Vehicle: Daily Logs, Inspection hecklist, and Repair Records	
and the same of same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the sa	

Table 21	Reporting	Requirements	continued

State	Reporting Requirements
Washington	Annual Asset Inventory
West Virginia	Complete Section 5310 Monthly Report online: Passengers Carried, Miles Traveled, and Maintenance Costs
Wisconsin	Semi-annual Reports of Operating Data / Annual October Ridership Report / Annual Vehicle Certification
Wyoming	Up-to-Date Maintenance Records for Each Vehicle: Vehicle Repairs (date and mileage) / PM Reports (date and mileage) / Daily Vehicle Inspection Reports (pre-trip inspections that include date and mileage)
District of Columbia	Quarterly Program Status Reports: Program Measures and Maintenance Records

#### Other State 5310 Comparison Findings

The Department of Transportation is the designated Section 5310 administrator in Florida as in all other states, including the District of Columbia, with the exception of Georgia, Oklahoma, and Maryland. Assignment of program administration to the state's public transit office was most common, followed by assignment to the state department of transportation. Florida's Public Transit Office serves as the program administrator for Section 5310 funds within Florida.

A total of 35 states require subrecipients to follow a federal/local match of 80/20, while the remaining 16 states require compliance with a maximum federal match of 80 percent, but have established a different percent for the local match. States used a variety of means to impact the local match, including an add-on of one percent of the total procurement cost of capital equipment, reduction of the local match through the use of toll credits, a set cap for procurement costs with the subrecipient responsible for any amount in excess of the cap, and covering a portion or the entire amount of the local match, depending on availability of funds. Florida is one of 16 states that provide subrecipients with a reduced local match (10%).

More than half of the states acknowledged use of state administrative expenses at the maximum allowable rate of 10 percent, primarily for program administration costs, the procurement process, and training.

The majority of vehicle procurements are processed at the state level, often through use of a state contract, and while many states do allow subrecipients to establish their own procurement processes, subrecipients are most always subject to state oversight and approval prior to actual procurement. Georgia restricts the use of Section 5310 funds to the purchase of service rather than the purchase of vehicles. Florida appears to be the only state that requires a second level of safety testing for compliance with established *FDOT Crash and Safety Testing Standards*; mean comparison tests of mileage and useful life showed that vehicles administered under Florida's TRIPS program have a longer useful life when compared to the out-of-state sample. In Iowa, subrecipients are given the option to procure capital items themselves, join with their peers in consortium procurements, or to

defer to the state in a statewide procurement. In Vermont, all Section 5310 vehicle procurements are completed by a designated 5311 transportation organization.

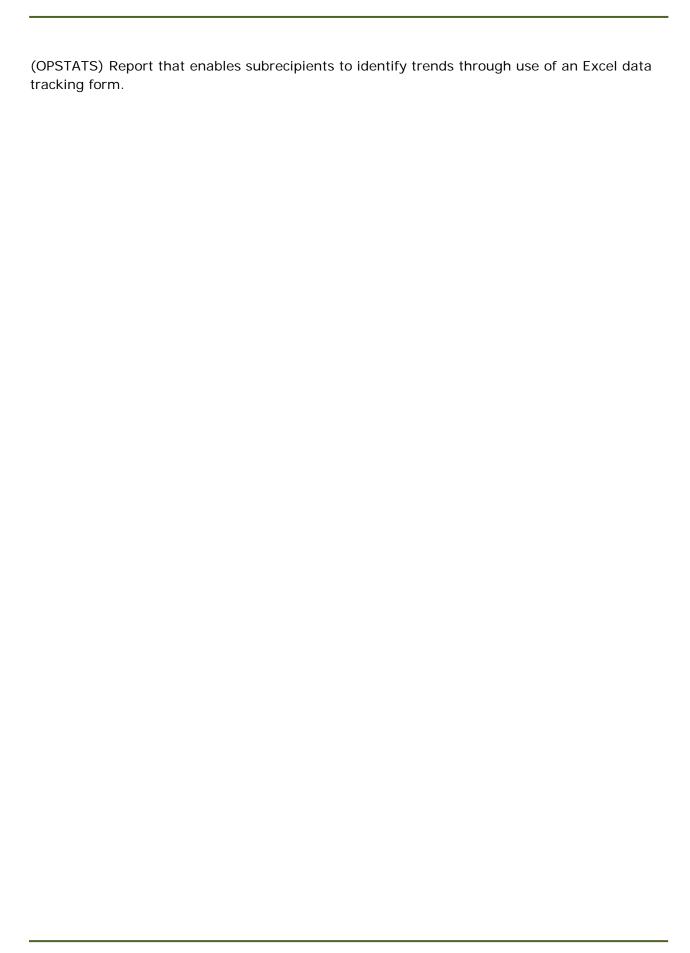
In a majority of the states, the procurement agency conducts and certifies the pre-award audit. Some agencies provide inspectors to review vehicles on the assembly line, while others have a resident inspector present at the manufacturer's final assembly location throughout the manufacturing process, and others conduct in-plant vehicle inspections when the procurement threshold is below federal mandates. Pursuant to the Florida TRIPS contract, the dealer is required to submit weekly status reports to the TRIPS Database Center, which tracks the progress of each individual vehicle through the procurement and production process. The report is coordinated with the manufacturer's report. In addition, the vehicle manufacturer's compliance is continually monitored by contracted line inspectors at each vehicle production site.

While less than half of post-delivery audits are performed and certified by the procurement agency, most post-delivery audits generally include a review of Buy America and FMVSS compliance as part of a site visit that consists of a complete visual inspection and road test to demonstrate that the vehicle meets the contract specifications. In Florida, all vehicles must be delivered to the Springhill Bus Testing and Inspection Facility (SBTIF) located in Tallahassee, Florida, for an inspection scheduled by the TRIPS manager. Deficiencies noted must be completed before delivery to a subrecipient. The dealer is required to submit weekly status reports to the TRIPS Database Center, which tracks the progress of each individual vehicle through the procurement and production process, from receipt of order through delivery and acceptance of each individual vehicle by the agency. The report is coordinated with the manufacturer's report. The dealer must also provide a vehicle orientation with each vehicle delivered to an agency.

Subrecipients in most states have a written maintenance plan or documented maintenance procedures, with the exception of Delaware and Rhode Island. Delaware provides vehicle maintenance at statewide locations. Rhode Island maintains all vehicles purchased with FTA funding for the useful life of the vehicle; however, the cost of maintenance is the responsibility of the subrecipient. Preventive Maintenance Plans range from a requirement that the subrecipient meet at least the minimum OEM recommendations for maintenance and preventive maintenance to an official state Preventive Maintenance Manual, similar to that used in Florida. Nevada has developed a software maintenance plan for subrecipients' use, and Rhode Island created a centralized Preventive Maintenance Plan, specifically for use within its centralized maintenance program.

Most compliance reviews and/or inspections are conducted every two to three years, as is the case in Florida. Several states conduct a portion of compliance reviews each year. Delaware inspects all vehicles at Delaware's statewide maintenance facilities.

Quarterly reporting is required in more than a third of the states, while a fifth of the states require some type of monthly reporting. Florida, Alabama, and West Virginia have incorporated online reporting, and North Carolina has established an Operating Statistics



## Chapter 5 Findings and Recommendations

#### **Findings**

The TRIPS program handled over \$100 million in transit vehicle purchases from 2007 to 2011, and on average vehicles purchased through the program were \$1,275 less expensive than similar vehicles nationally. This lower cost of acquisition for the majority of the vehicles purchased translates into \$409,275 savings for the years 2010 and 2011, or in excess of \$204,000 per year.

Cutaway vehicles purchased under the 5310 program through TRIPS have come down in acquisition cost from the \$70,000 to \$80,000 range in 2007 and 2008 to less than \$64,000 by 2011. The majority of these purchase orders were for "Cutaway" or "Standard Cutaway" vehicles. For these vehicles the cost has ranged on average from a high of over \$84,000 to \$63,369 in 2011.

Since 2007, the average cost to repair collision damage for a DR vehicle in Florida has been lower than the national average. During the 2006 through 2011 period, Florida's collision costs were approximately \$600 lower for each incident. This may not be solely due to increased vehicle integrity afforded by the stringent TRIPS vehicle safety specifications; however, the data show lower costs of repair. Annualized, this translates into an estimated annual cost avoided of \$23,262.52.

Passenger injury rates were lower for Florida's DR service (a subset of the TRIPS vehicles) than the national rates based on NTD data. The injury rate was, on average, 16.53 percent lower for passengers in Florida than for the U.S. for the study period. If the passenger injury rate for Florida's DR service users was the same as the national average, there would be additional injuries. Using NHTSA figures for the cost per injury, an annual cost avoidance of \$797,237 is calculated.

There is clear evidence of aggressive pre-delivery and warranty tracking and issue resolution. More than 4,600 issues were documented requiring attention and resolved for TRIPS vehicles from 2008 to 2011.

TRIPS relieves small and large agencies of the administrative burdens required in the development of technical specifications and competitive procurement practices, and provides them with the opportunity to take advantage of TRIPS contracts that incorporate sound technical and safety specifications, enhanced vehicle inspection practices, mandated dealer coordination, training, technical assistance, and extended warranties.

The review of the five FDOT district inspection reports revealed that 34 percent of the TRIPS fleet has been in service for more than five years and 3.3 percent of the vehicles had recorded mileage of over 150,000 miles. Based on the review of these reports, the findings support that, in terms of performance data, the vehicles show extensive service well beyond their projected useful life. A comparison with other states' useful life requirement for

vehicles purchased with Section 5310 funds shows that Florida's TRIPS vehicles are required to achieve a longer useful life.

On an annual basis, the program costs for CUTR to manage and operate the TRIPS program have been stable at \$540,000 per year with the exception of an additional \$175,000 in grants in FY 2009–2010 and FY 2010-2011 because of the increased activity resulting from ARRA funding. The average cost to FDOT for the 2007 through 2011 study period was \$586,000. This translates into a cost per unit of \$2,395.75.

FTA and FDOT cap program administration costs at 10 percent for the 5310 program, and CUTR's cost represents 3.25 percent of the average vehicle cost for all vehicles reported in the PO database for the 2007 through 2011 period.

Florida is one of only 16 states that provide subrecipients with a reduced local match (10%) for the purchase of transit vehicles under the Section 5310 program, and Florida appears to be the only state that requires a second level of safety testing for compliance with established *FDOT Crash and Safety Testing Standards*.

Mean comparison tests of mileage and useful life showed that vehicles administered under Florida's TRIPS program have a longer useful life when compared to the out-of-state sample.

Adding all of the calculated costs avoided based on the performance of DR vehicles in Florida, their safety record and acquisition costs, and deducting the program administrative costs yields an estimated \$408,000 net annual benefit to the state.

#### Recommendations

To conduct future analysis of the benefits and costs associated with the TRIPS program, maintenance and repair data throughout the life of each vehicle would be necessary. Expanded data collection could be achieved through the expansion of the TRIPS database, including regular entry of vehicle mileage, recording the date when a situation occurs, and including specific details surrounding maintenance and/or repairs throughout the service life of the vehicles.

As shown in Figure 8, the TRIPS database already allows entering information under the Inspection Agency main page. After logging on to the database, dealers and inspection agencies can report any issues affecting a vehicle. Currently, this information is generally entered when conducting pre- and post-delivery inspections. CUTR suggests that in addition to improving data reporting accuracy by including mileage, repair dates, and maintenance details, the Situation and Action tables include common headers to trace vehicles back to their initial PO numbers. An additional header linked to the PO table to record the VIN once the vehicle has been produced would allow linking the PO, Situation, and Action Taken tables in the SQL server database to better integrate information.

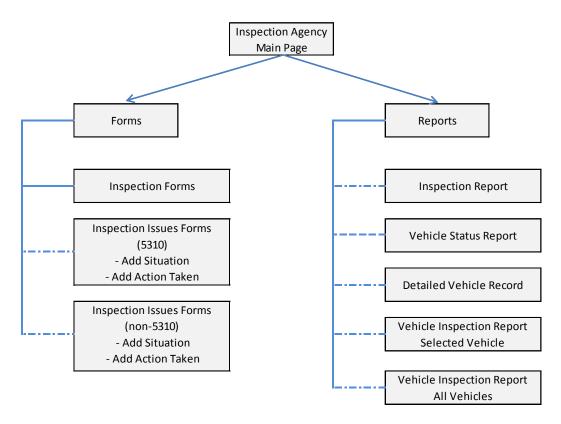


Figure 8 TRIPS Inspection Agency Webpage Overview

Researchers recommend extending the Transit Agency webpage to allow quarterly vehicle status reporting, as well as reporting of specific mechanical issues that occur once the vehicle has passed post-production inspection and enters operation. Figure 9 reports the recommended improvements to the Transit Agency webpage and underlying SQL database to allow collecting information that can subsequently be used for analysis. Quarterly reporting should ideally start once the vehicle enters operation and should occur on a regular basis for all vehicles purchased by each subrecipient. The collection of this information can be used to compare TRIPS vehicle performance with vehicles purchased by transit agencies by other means, or to compare TRIPS vehicles with similar vehicle fleets in sample out-of-state locations.

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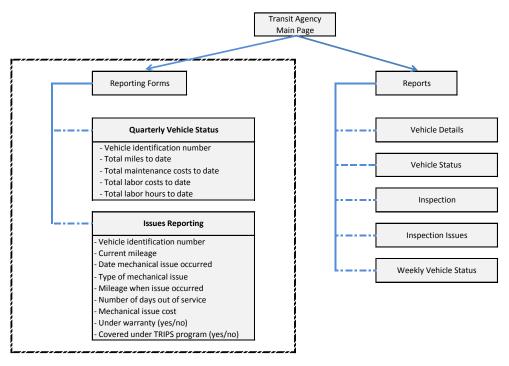


Figure 9 Recommended Modifications to Transit Agency TRIPS Webpage

While the administration and structure of Florida's Section 5310 program mirrors the majority of other states' Section 5310 programs, Florida does provide a significant degree of assistance to subrecipients in meeting local match requirements, and through enhanced vehicle specifications ensures not only a secondary level of crash and safety standards, but also vehicles that exceed the useful life of an out-of-state sample of similar vehicles. The inspection of all vehicles at the Springhill Bus Testing and Inspection Facility prior to delivery to subrecipients, combined with a comprehensive warranty recovery program, provides Florida's subrecipients with safe, heavy-duty, and well-designed vehicles for their Section 5310 programs.

Many agencies maintain regular quarterly reporting of detailed vehicle maintenance and cost information that could be used in the cost-benefit assessment of Florida's TRIPS program in the future.

#### Appendix A

#### Section 5310 State Management Plans and Application Manuals

Alabama Department of Transportation, Bureau of Modal Programs, Transit Section: Elderly Individuals and Individuals with Disabilities Program (Section 5310), Statewide Competitive Grant for Fiscal Year 2011

Alaska State Management Plan, Alaska Department of Transportation & Public Facilities, State Transit Office, 2010

Arizona Department of Transportation, Multimodal Planning Division, Public Transportation State Management Plan, Parts I and II, Effective: October 1, 2008

Arkansas State Highway and Transportation Department, 2013 Application: Section 5310, Elderly Persons and Persons with Disabilities Program for the Capital Assistance Program, January 2012

California Department of Transportation, Division of Mass Transportation, Caltrans State Management Plan Federal Transit Program, September 2011

Colorado Department of Transportation State Management Plan, Spring 2009

Connecticut Department of Transportation, Application for Capital Assistance for Private Nonprofit Organizations and Eligible Local Public Bodies to Provide Transportation Services for Elderly Persons and Persons with Disabilities, Federal Transit Administration's Section 5310 Program, Federal Fiscal Year 2012 Grant Cycle

Delaware Transit Corporation FTA Section 5310 Program, FY 2012, Applicant Information Guide

District of Columbia Management Plan, Section 5310 Capital Assistance Program, District Department of Transportation, Mass Transit Administration, November 2009

Florida Department of Transportation, Public Transit Office, 2012 U.S.C. Section 5310 Capital Assistance Application Manual

Georgia Department of Human Services, Georgia State Management Plan and Application Package for Transportation of Elderly Persons and Persons with Disabilities, SFY 2010

State of Hawaii Department of Transportation, Statewide Transportation Planning Office, Capital Assistance for the Transportation of the Elderly and Disabled, FY 2012

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Missouri Department of Transportation, Section 5310, Elderly and Persons with Disabilities Program, State Management Plan (SMP), October 2010

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New Hampshire Department of Transportation, Public Transportation Programs (Section 5310, 5311, 5316, 5317), State Management Plan, 2010

State of New Jersey, State Management Plan, Section 5310 Program, The Elderly Individuals and People with Disabilities Program, February 2012

New Mexico Department of Transportation, Transit and Rail Division, New Mexico State Management Plan for the Administration of Federal Transit Grants, April 2010

State of New York, Department of Transportation, FFY 2012 FTA Section 5310 Program, Application for Federal Funding Assistance, 2012

North Carolina Department of Transportation, Public Transportation Division, State Management Plan for Title 49 U.S.C. Sections 5310, 5311, 5316, and 5317, February 2012

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Oregon Department of Transportation, Public Transit Division, State Management Plan for Public Transportation Programs, 2009

Pennsylvania Department of Transportation, Pennsylvania State Management Plan, Federal Programs: 5310, 5311, 5316 & 5317, Bureau of Public Transportation, March 2100

Rhode Island Public Transit Authority, Rhode Island Management Plan, Federal Transit Administration Grant Programs, January 2009

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South Dakota Department of Transportation, Division of Finance and Management, Office of Local Transportation Programs, South Dakota Management Plan for the Section 5310, 5316, and 5317 Programs, July 2011

Tennessee Department of Transportation, Division of Multimodal Transportation Resources, Federal Transit Administration Programs, State Management Plan, November 2011

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Washington State, Public Transportation Division, State Management Plan for Federal Transit Administration Public Transportation Programs, December 2011

West Virginia Department of Transportation, Division of Public Transit, West Virginia Section 5310 Elderly Individuals and Individuals with Disabilities Program, State Management Plan, March 2010

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Wyoming Department of Transportation, Office of Local Government Coordination – Transit, State Management Plan for: Federal Transportation Administration of Public Transportation Programs, February 2010

### **Appendix B**

Please click the **Data Request** tab and enter information on each of your vehicles you are currently operating. To facilitate filling in information, some cells have a drop-down list where you can select pre-filled options. For each vehicle, please enter the VIN number so that we can match it to the vehicle under the TRIPS program (if the vehicle was purchased under this program). If you need assistance, please contact Sisinnio Concas.

Thank You!

Agency Name	Vehicle Identification Number	Vehicle Manufacturer (choose from list)	Vehicle Type (choose from list)	Chassis Make	Chassis Model (choose from list)	Engine Type (choose from list)	Size (feet)	Seating Capacity	Date Purchased	Date Put into Service	Total Purchase Cost (\$)	Current Mileage	Date Mechanical Issue Occurred	Type of Mechanical Issue	Mileage when Issue Occurred	Mechanical Issue Cost	Under Warranty (choose from list)	Covered under TRIPS Program (choose from list)	Total Maintenance Costs to Date	Total Labor Costs to Date	Total Labor Hours to Date
Agency A																					
Agency A																					
Agency A																					
Agency A																					
Agency B																					
Agency B																					
Agency B																					
Agency B																					
Agency C																					
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## FLORIDA TRANSPORTATION SYSTEMS, INC. REPRESENTING ELDORADO NATIONAL BUS



ORDER PACKET

Contract #TRIPS-09-MD-FTS

MEDIUM DUTY BUS

#### **CONTRACT #** TRIPS-09-MD-FTS

ORDER PACKET FOR
31' ELDORADO NATIONAL MEDIUM DUTY BUSES
WITH 34,000 # GVWR
FLORIDA TRANSPORTATION SYSTEMS, INC.

#### **General Information**

The Transit Research Inspection Procurement Services (TRIPS) issued Proposal #TRIPS-09-MD-RFP to establish a series of state contracts for the purchase of Medium Duty Bus Type Vehicles. Through this process two contracts were awarded to two different vehicles manufacturer.

This Order Packet is for Contract #TRIPS-09-MD-FTS, which was awarded to Florida Transportation Systems, Inc. in March, 2009 to provide Eldorado National Medium Duty Type Vehicles in lengths of approximately 31 feet.

This Order Packet contains the necessary instructions and forms for agencies to place an order with Florida Transportation Systems, Inc. to purchase these vehicles. This information can also be found at the TRIPS website – <a href="http://www.tripsflorida.org">http://www.tripsflorida.org</a>. This Order Packet also provides guidance and clarity on the relationships between the seller, the buyer, and Florida DOT's TRIPS.

The complete Contract #TRIPS-09-MD-FTS is accessible from the TRIPS website and contains the following sections:

- Part 1 General Requirements and Conditions, and Contractual Provisions (Including copies of all U.S. DOT Federal Transit Administration certifications)
- Part 2 Technical Specifications
- Part 3 Options
- Part 4 Quality Assurance Provisions
- Part 5 Warranty Provisions
- Part 6 Paint Schemes.

For further information on the TRIPS and Contract #TRIPS-09-MD-FTS, please contact either Edward Bart (813-974-6693) or Cindy Wooten (813-974-9771) at the University of South Florida Center for Urban Transportation Research (CUTR).

**Order Packet** 

#### **Vendor Information**

To place an order for a vehicle under Contract #TRIPS-09-MD-FTS, contact Robert Frick at Florida Transportation Systems, Inc.:

Address: Florida Transportation Systems, Inc.

7703 Industrial Lane Tampa, Florida 33637

Telephone #: (800) 282-8617
 Fax #: (813) 864-0718
 Email: rfrick @fts4buses.com

Contact Person: Robert Frick, Sales Manager

#### Ordering, Delivery, and Payment

Procedures contained in this section will be used by agencies and vendors to provide guidance in the ordering of and payment for vehicles. Agencies should understand that each order placed with and acknowledged by Florida Transportation Systems, Inc. constitutes a contract between the purchaser and Florida Transportation Systems, Inc. only. The contract implies no duties or responsibilities by the University of South Florida, Center for Urban Transportation Research, or the Florida Department of Transportation. The terms and conditions of the said contract are to be administered and enforced by and between the purchaser and vendor. All parties are advised to fully review the full contract document available on the TRIPS website. Contract #TRIPS-09-MD-FTS will be the governing document.

#### **Ordering Instructions**

Agencies must utilize the order forms in this Order Packet to place their orders. Agencies are encouraged to contact and work closely with Florida Transportation Systems, Inc. in finalizing their orders, to fully understand the options available, to select the floor plans and seating selections, the paint schemes, and any special options or conditions that may impact the final order and purchase price. Please submit a separate order form for each vehicle ordered.

Contract #TRIPS-09-MD-FTS is to provide Eldorado National Medium Duty Buses in 31 feet length on a 34,000 lb. chassis. Among the standard components of this vehicle are:

- Cummins ISB-07, 6.7L engine
- Allison B300R five (5) speed automatic transmission
- Multiple floor layouts and seating options
- REI Public address system
- Standard paint scheme

**Order Packet** 

Most agencies already have an idea on the type and number of seats and wheelchair positions needed to meet their floor plan requirements. A wide variety of floor plans are available. Agencies should work closely with Florida Transportation Systems, Inc. to develop and finalize their floor layout plans. Based upon this consultation, Florida Transportation Systems, Inc. will develop a proposed floor plan based on the Agency's needs and fax a copy of the plan to the Agency for verification and approval.

The Order Packet also includes illustrations of the basic vehicle paint schemes and the description of the available options to assist the Agency in completing your orders.

Included in this Order Packet are the following forms and information:

- Order Form that provides:
  - Base vehicle prices
  - Unit seating and wheelchair station prices
  - o Paint scheme options and prices
  - o Individual option and prices
  - Sample choice forms
- Sample Order Form providing an example as how to complete the order form
- Description of Options
- Available Paint Schemes

Please submit a separate order form for each vehicle ordered. After determining the length of bus, floor plan, paint scheme and desired individual options, to complete the order form place the number of items in the corresponding quantity column. Multiply the dollar figure in the cost column by the number of items in the quantity column to calculate a total cost for that item. Enter that amount in the total cost column. Add the total cost column amounts together to arrive at the grand total for the vehicle. The grand total will be the figure used on the Agency's purchase order.

Unless your vehicle is funded in part by the FTA Section 5310 grant program, the Agency deals directly with Florida Transportation Systems, Inc.

Once the details of the order are finalized, an Agency Purchase Order must accompany all orders placed with Florida Transportation Systems, Inc. for those vehicles funded outside the FTA Section 5310 grant program.

For all vehicles funded through the FTA Section 5310 grant program, a copy of the

**Order Packet** 

completed order form and either an Agency purchase order or a check for the Agency's portion payable to Florida Transportation Systems, Inc. must to mailed or faxed to the CUTR Section 5310

Program Coordinator:

Ms. Cindy Wooten
CUTR Section 5310 Program Coordinator
USF-CUTR
4202 E. Fowler Avenue – CUT100
Tampa, Florida 33620
Telephone: (813) 974-9771

Fax: (813) 396-9345

The CUTR Section 5310 Program Coordinator will verify the order accuracy, complete the request for the FDOT share, and forward the request to Tallahassee for the FDOT purchase order. When the FDOT purchase order number is assigned, the CUTR Section 5310 Program Coordinator will place the order with Florida Transportation Systems, Inc. and notify the Agency of the status.

Florida Transportation Systems, Inc. will provide written confirmation to the Agency and/or CUTR of the receipt of the order within seventy-two (72) hours of receiving the order with purchase order. At a minimum, the acknowledgement of the order will contain:

- The agency's P.O. number
- Date order was received
- Date order was placed with the manufacturer
- The production / Vin number when available
- Estimated delivery date (when available)

#### <u>Delivery</u>

Completed units must be delivered to Agency within one hundred and eighty (180) days from receipt of chassis or purchase order, whichever occurs last.

In the event of delay in completion of the delivery of vehicles beyond the date specified in the contract, in addition to any granted extensions agreed to in writing by the Agency, the Agency may assess as liquidated damages, twenty five dollars (\$25.00) per calendar day per vehicle.

Each vehicle purchased through the TRIPS shall be routed to the FDOT's Springhill Inspection Facility, located in Tallahassee, Florida, for an inspection prior to delivery to Florida Transportation Systems.

**Order Packet** 

Florida Transportation Systems, Inc. should see that all noted write-ups are corrected prior to final delivery to the procuring agency. This inspection by the TRIPS is not represented as being "all inclusive" and in no way relieves the dealer from the required Pre-Delivery Inspection (PDI).

Prior to the vehicle(s) being delivered, Florida Transportation Systems, Inc. must perform a PDI. Upon completion of a PDI, Florida Transportation Systems, Inc. will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchasing Agency and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time.

The vehicle shall be delivered with all Contractor/manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

- Manufacturer's Certificate of Origin
- · Application for Certificate of Title
- · Bill of Sale
- Warranty Papers (forms, policy, procedures)
- Maintenance Schedule
- Operators' manual
- Invoice (To include contract number, P.O. number, VIN#, and agency name)

#### **Final Acceptance**

Delivery of the vehicle(s) by Florida Transportation Systems, Inc. does not constitute acceptance by the Agency. The vehicle will be considered "accepted" upon passing the inspection and issuance of an acceptance letter by the Agency.

The terms of the contract state that an Agency has ten (10) calendar days after receiving the vehicle(s) to perform the Post Delivery Inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Florida Transportation Systems, Inc. and the Florida DOT District Office contact. The "Letter of Rejection" will state and describe the areas to be found in noncompliance with the bid specifications, incompleteness, or any defective or damaged parts.

A vehicle should be rejected if any items are missing, defective, altered, incorrect, or incomplete. In the event a vehicle(s) is delivered incomplete or contains any defective or damaged parts, the said parts will be removed and replace by Florida Transportation Systems, Inc. New parts will be furnished and installed by Florida Transportation Systems, Inc. at no cost to the Agency. If there is work involved, warranty or otherwise, to repair or place the vehicle(s) in proper complete condition, such repairs will be made

**Order Packet** 

by an approved firm in accordance to the warranty provisions of the contract.

Placing the vehicle(s) in revenue service will automatically constitute "acceptance". In such circumstances, a "Letter of Acceptance" should still be sent to Florida Transportation Systems, Inc.

Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

#### **Payment**

For vehicle purchased without funding from the FTA Section 5310 grant program, the Agency should complete all necessary paperwork and submit its request to process the Agency purchase order payment within five (5) days after the delivery and/or acceptance of the vehicle.

For all vehicles funded through the FTA Section 5310 grant program, the Agency should approve and process its purchase order to allow a check for the Agency amount to be sent to Florida Transportation Systems, Inc. for its share of the vehicle. If, instead of a purchase order, a check was provided at the order request time, forward all invoices to the CUTR Section 5310 Program Coordinator along with the acceptance letter.

Upon receipt of the Agency's portion of the vehicle, Florida Transportation Systems, Inc. will contact the CUTR Section 5310 Program Coordinator with a request to process the FDOT purchase order payment approval.

The total purchase price should be paid in full within sixty (60) days after acceptance of each vehicle. Agencies should note that failure to meet the net 60-day payment terms could result in the assessment of interest and other penalties. Terms are those shown in Price Proposal Form F of the contract document. A 2% monthly service charge will be added to all past due accounts.

# EXHIBIT A SAMPLE ORDER FORM

**Order Packet** 

#### **SAMPLE ORDER FORM-PAGE 1**

TRIPS-09-MD-FTS

## (31' Medium Duty Type Vehicles) Florida Transportation Systems, Inc.

AGENCY NAME:		DATE:
PURCHASE ORDER NUMB	ER:	
CONTACT PERSON:		_
December 2012	(NAME AND TELEPHONE NUMBER)	

ltem	Unit Cost	Quantity	Total Cost
Base Vehicle Type			
Eldorado National E-Z Rider II 31' 9" Length (34,000 lb)	\$ 271,937	1	\$271,937
Center passenger doorway (single front door standard)	\$ 4,423		
Alternative body styling (BRT exterior appearance package upgrade)	\$ 13,100		
Cummins ISL-2010 8.7L 280HP Heavy Duty Diesel Engine + Trans.	\$ 34,794		
BRT Front Cap Only	\$ 5,900		
Transmission options			
Alternative Drive train-Hybrid Drive Train System Allison-EP40	\$209,500		
Allison B400R Transmission (included with Cummins ISL engine above)	\$4,316		
Voith 864.5E Transmission	\$275		
ZF-6HP504C Transmission	\$583		
Paint Scheme options			
Paint scheme 1	Standard		
Paint scheme 2	\$ 1,500	1	\$ 1,500
Paint scheme 3	\$ 1,800		
Driver Seat options			
USSC Model 9100ALX	\$623.00		
USSC Model 9100ALX 3 Point Belt	\$821.00		
SUB-TOTAL PAGE ONE	-	-	\$273,437

**Order Packet** 

#### **SAMPLE ORDER FORM-PAGE 2**

TRIPS-09-MD-FTS

## (31' Medium Duty Type Vehicles) Florida Transportation Systems, Inc.

ltem	Unit Cost	Quantity	Total Cost
Securement System options			
American ARM System (2 positions)	\$3,300		
Q-Straint QRT Max L Track (2 positions)	\$1,322	1	\$1,322
Sure-Lok Titan System W/ Solo Floor Pods (2 positions)	\$1,322		
Additional Seat Belt Extensions (2 standard)	\$22		
Wheelchair Ramp options (Front or Center Door)			
Lift U Ramp (LU-11)	\$8,060		
Braun Ramp (RA400)	\$5,450	1	\$5,450
Seating options			
Freedman Seating- Citi-Seats AV Inserts			
Standard seat (per person)	\$ 308	19	\$5,852
Flip-Type seat (per person)	\$ 378	6	\$2,268
Fold-Away seat (per person)	\$ 637	8	\$5,096
American Seating-6468 VR50 Inserts			
Standard seat (per person)	\$ 315		
Flip-Type seat (per person)	\$ 420		
Fold-Away seat (per person)	\$ 762		
Destination Sign options			
Transign Curtain Roller Type Destination Signs (front & side)	\$1,683	1	\$1,683
Twin Vision Elyse Electronic Destination Signs (front,side,rear)	\$7,567		
SUB-TOTAL PAGE TWO	-	-	\$21,671

#### **SAMPLE ORDER FORM-PAGE 3**

TRIPS-09-MD-FTS

(31' Medium Duty Type Vehicles) Florida Transportation Systems, Inc.

Item	Unit Cost	Quantity	Total Cost
Fire Suppression System (Mandatory)			
Amerex Fire Suppression System (Amerex V-25 System)	\$3,500	1	\$3,500
JoMarr Fire Suppression System (JoMarr VTS-12)	\$4,312		
Wheel options			
Brushed Aluminum Wheels	\$2,950.00		
Polished Aluminum Wheels	\$3,350.00		
Bike Rack options			
Two (2) position bike rack with tell-tale notification	\$ 1,534	1	\$1,534
Three (3) position bike rack with tell-tale notification	\$ 2,178		
Other Equipment Options			
Emco-Wheaton Dry Break Fuel System	\$ 750.00		
Engine Coolant Filter	\$ 134.00		
90 Gallon Fuel Tank	\$156.00		
Keyed Alike Ignitions	\$80.00		
Block/Run Number Box	\$311.00		
AM/FM/CD Stereo MP3 Player	\$550.00		
Rear Backing Camera System	\$800.00		
Drivers Fan	\$49.00		
Public Address System	Standard	1	\$0
Microphone Cable 10 Feet Extension (includes a spare hand held micro phone with cord extension, jack, clip)	\$104.00		
Hub Meter	\$130.00		
SUB-TOTAL PAGE THREE	-	-	\$5,034

#### **SAMPLE ORDER FORM-PAGE 4**

TRIPS-09-MD-FTS

## (31' Medium Duty Type Vehicles) Florida Transportation Systems, Inc.

Item	Unit Cost	Quantity	Total Cost
Altro Flooring	\$840.00		
247 (4) Camera Surveillance System added to the data recorder	\$2,457.00		
Add (1) Camera to Surveillance System	\$377.00		
Teleflex Morse adjustable brake and accelerator pedal	\$1,190.00		
Special Tools and Spare Parts			
Differential center section (drop-in unit only)	\$ 4,905		
A/C compressor, complete with clutch assembly	\$ 4,985		
Engine Door	\$ 516		
Heater core	\$ 109		
Set of wiper motors	\$ 90		
Set of windshields	\$ 558		
Set of type window glazing	\$ 3,200		
Complete set of skirt panels	\$ 1,628		
Spare Power-Train Pack 2010 ISB 280 HP + B400R Trans.	\$ 49,932		
Spare Engine	\$ 33,601		
Spare Transmission	\$ 15,458		
Destination Sign package (Including; front, side(s), and rear	\$ 7,567		
Set of Entrance Doors	\$ 4,867		
Door Motor	\$ 1,850		
Left Rear corner panel	\$ 295		
Right Rear corner panel	\$ 295		
Rear Bumper	\$ 1,119		
SUB-TOTAL PAGE FOUR	-	-	\$0.00

#### **SAMPLE ORDER FORM-PAGE 5**

TRIPS-09-MD-FTS
(31' Medium Duty Type Vehicles)
Florida Transportation Systems, Inc.

Item	Unit Cost	Quantity	Total Cost
Front cap excluding windshield	\$ 1,172		
Set of Access door(s) and exterior door(s)	\$ 1,117		
Set of Diagnostic tools*	\$ 6,687		
* Includes diagnostic tools for: engine, transmission, Multiplex, ABS and Thermo-King HVAC system. Also includes one (1) laptop computer and one (1) DPA4 USB package connector.			
SUB-TOTAL PAGE FIVE	-	-	\$0.00
SUB-TOTAL PAGE FIVE	-	-	\$0
SUB-TOTAL PAGE FOUR	-	-	\$0
SUB-TOTAL PAGE THREE	-	-	\$5,034
SUB-TOTAL PAGE TWO	-	-	\$21,671
SUB-TOTAL PAGE ONE	-	-	\$273,437
GRAND TOTAL (SUM OF SUB-TOTALS 1 THROUGH 5)	-	-	\$300,142

## **SAMPLE CHOICES FORM-PAGE 1**

TRIPS-09-MD-FTS (31' Medium Duty Bus Type Vehicles) Florida Transportation Systems, Inc.

## SEATING AND FLOORING CHOICES

Seating Colors:	(circle one)	blue	beige		
Flooring Colors:	(circle one)	gray	blue	tan	black
Paint Scheme:	(circle one)	#1 (	#2	#3	

Agencies will select two (2) colors for the background and stripe when orders are placed. If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed, they may make separate arrangements with Florida Transportation Systems, Inc. to provide these services. Base price reflects white base coat with reflective stripe.

## **SECUREMENT DEVICE CHOICES**

W/C securement (circle one) Sure-Lok Q'Straint American A.R.M.

## **RAMP CHOICES**

Ramp (circle one) Lift-U Braun

## **FIRE SUPPRESSION SYSTEM**

Suppression System (circle one) JoMar Amerex

## **SAMPLE CHOICES FORM-PAGE 2**

TRIPS-09-MD-FTS
(31' Medium Duty Bus Type Vehicles)
Florida Transportation Systems, Inc.

## PLANNED SERVICE REQUIREMENT

Planned Usage

(circle one)

**Fixed Route** 

Demand Response

## TWO-WAY RADIO WIRING SETUP

Radio works with

(circle one)

(Ignition On Only

Ignition On or Off

# EXHIBIT B ORDER FORM

## ORDER FORM-PAGE 1 TRIPS-09-MD-FTS

# (31' Medium Duty Type Vehicles) Florida Transportation Systems, Inc.

AGENCY NAME:		_ DATE:	_
PURCHASE ORDER NU	MBER:		
CONTACT PERSON:	<u> </u>		
December 2012	(NAME AND TELEPHONE NUMBER)		

Item	Unit Cost	Quantity	Total Cost
Base Vehicle Type			
Eldorado National E-Z Rider II 31' 9" Length (34,000 lb)	\$ 271,937		
Center passenger doorway (single front door standard)	\$ 4,423		
Alternative body styling (BRT exterior appearance package upgrade)	\$ 13,100		
Cummins ISL-2010 8.7L 280HP Heavy Duty Engine + B400R Trans.	\$ 34,794		
BRT Front Cap Only	\$ 5,900		
Transmission options			
Alternative Drive train-Hybrid Drive Train System Allison-EP40	\$209,500		
Allison B400R Transmission (included in	\$4,316		
Voith 864.5E Transmission	\$275		
ZF-6HP504C Transmission	\$583		
Paint Scheme options			
Paint scheme 1	Standard		
Paint scheme 2	\$ 1,500		
Paint scheme 3	\$ 1,800		
Driver Seat options			
USSC Model 9100ALX	\$623.00		
USSC Model 9100ALX 3 Point Belt	\$821.00		
SUB-TOTAL PAGE ONE	-	-	

## ORDER FORM-PAGE 2 TRIPS-09-MD-FTS

## (31' Medium Duty Type Vehicles)

Florida Transportation Systems, Inc.

Item	Unit Cost	Quantity	Total Cost
Securement System options			
American ARM System (2 positions)	\$3,300		
Q-Straint QRT Max L Track (2 positions)	\$1,322		
Sure-Lok Titan System W/ Solo Floor Pods (2 positions)	\$1,322		
Additional Seat Belt Extensions (2 standard)	\$22		
Wheelchair Ramp options (Front or Center Door)			
Lift U Ramp (LU-11)	\$8,060		
Braun Ramp (RA400)	\$5,450		
Seating options			
Freedman Seating- Citi-Seats AV Inserts			
Standard seat (per person)	\$ 308		
Flip-Type seat (per person)	\$ 378		
Fold-Away seat (per person)	\$ 637		
American Seating-6468 VR50 Inserts			
Standard seat (per person)	\$ 315		
Flip-Type seat (per person)	\$ 420		
Fold-Away seat (per person)	\$ 762		
Destination Sign options			
Transign Curtain Roller Type Destination Signs (front,side)	\$1,683		
Twin Vision Elyse Electronic Destination Signs (front,side,rear)	\$7,567		
SUB-TOTAL PAGE TWO	-	-	

# ORDER FORM-PAGE 3 TRIPS-09-MD-FTS

(31' Medium Duty Type Vehicles) Florida Transportation Systems, Inc.

ltem	Unit Cost	Quantity	Total Cost
Fire Suppression System (Mandatory)			
Amerex Fire Suppression System (Amerex V-25 System)	\$3,500		
JoMarr Fire Suppression System (JoMarr VTS-12)	\$4,312		
Wheel options			
Brushed Aluminum Wheels	\$2,950.00		
Polished Aluminum Wheels	\$3,350.00		
Bike Rack options			
Two (2) position bike rack with tell-tale notification	\$ 1,534		
Three (3) position bike rack with tell-tale notification	\$ 2,178		
Other Equipment Options			
Emco-Wheaton Dry Break Fuel System	\$ 750.00		
Engine Coolant Filter	\$ 134.00		
90 Gallon Fuel Tank	\$156.00		
Keyed Alike Ignitions	\$80.00		
Block/Run Number Box	\$311.00		
AM/FM/CD Stereo MP3 Player	\$550.00		
Rear Backing Camera System	\$800.00		
Drivers Fan	\$49.00		
Public Address System	Standard		
Microphone Cable 10 Feet Extension (includes a spare hand held micro phone with cord extension, jack, clip)	\$104.00		
Hub Meter	\$130.00		
SUB-TOTAL PAGE THREE	-	-	

# ORDER FORM-PAGE 4 TRIPS-09-MD-FTS

# (31' Medium Duty Type Vehicles) Florida Transportation Systems, Inc.

Item	Unit Cost	Quantity	Total Cost
Altro Flooring	\$840.00		
247 (4) Camera Surveillance System added to the data recorder	\$2,457.00		
Add (1) Camera to Surveillance System	\$377.00		
Teleflex Morse adjustable brake and accelerator pedal	\$1,190.00		
Special Tools and Spare Parts			
Differential center section (drop-in unit only)	\$ 4,905		
A/C compressor, complete with clutch assembly	\$ 4,985		
Engine Door	\$ 516		
Heater core	\$ 109		
Set of wiper motors	\$ 90		
Set of windshields	\$ 558		
Set of type window glazing	\$ 3,200		
Complete set of skirt panels	\$ 1,628		
Spare Power Pack 2010 ISB 280HP + B400R Trans	\$ 49,932		
Spare Engine	\$ 33,601		
Spare Transmission	\$ 15,458		
Destination Sign package (Including; front, side(s), and rear	\$ 7,567		
Set of Entrance Doors	\$ 4,867		
Door Motor	\$ 1,850		
Left Rear corner panel	\$ 295		
Right Rear corner panel	\$ 295		
Rear Bumper	\$ 1,119		_
SUB-TOTAL PAGE FOUR	-	-	

# ORDER FORM-PAGE 5 TRIPS-09-MD-FTS

# (31' Medium Duty Type Vehicles) Florida Transportation Systems, Inc.

Item	Unit Cost	Quantity	Total Cost
Front cap excluding windshield	\$ 1,172		
Set of Access door(s) and exterior door(s)	\$ 1,117		
Set of Diagnostic tools*	\$ 6,687		
* Includes diagnostic tools for: engine, transmission, Multiplex, ABS and Thermo-King HVAC system. Also includes one (1) laptop computer and one (1) DPA4 USB package connector.			
SUB-TOTAL PAGE FIVE	-	-	
SUB-TOTAL PAGE FIVE	-	-	
SUB-TOTAL PAGE FOUR	-	-	
SUB-TOTAL PAGE THREE	-	-	
SUB-TOTAL PAGE TWO	-	-	
SUB-TOTAL PAGE ONE	-	-	
GRAND TOTAL (SUM OF SUB-TOTALS 1 THROUGH 5)	-	-	

## **CHOICES FORM-PAGE 1**

TRIPS-09-MD-FTS
(31' Medium Duty Bus Type Vehicles)
Florida Transportation Systems, Inc.

## **SEATING AND FLOORING CHOICES**

Seating Colors: (circle one) blue beige

Flooring Colors: (circle one) gray blue tan black

Paint Scheme: (circle one) #1 #2 #3

Agencies will select two (2) colors for the background and stripe when orders are placed. If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed, they may make separate arrangements with Florida Transportation Systems, Inc. to provide these services. Base price reflects white base coat with reflective stripe.

## **SECUREMENT DEVICE CHOICES**

W/C securement (circle one) Sure-Lok Q'Straint American A.R.M.

## **RAMP CHOICES**

Ramp (circle one) Lift-U Braun

## **FIRE SUPPRESSION SYSTEM**

Suppression System (circle one) JoMar Amerex

## **CHOICES FORM-PAGE 2**

TRIPS-09-MD-FTS (31' Medium Duty Bus Type Vehicles) Florida Transportation Systems, Inc.

## PLANNED SERVICE REQUIREMENT

Planned Usage (circle one) Fixed Route Demand Response

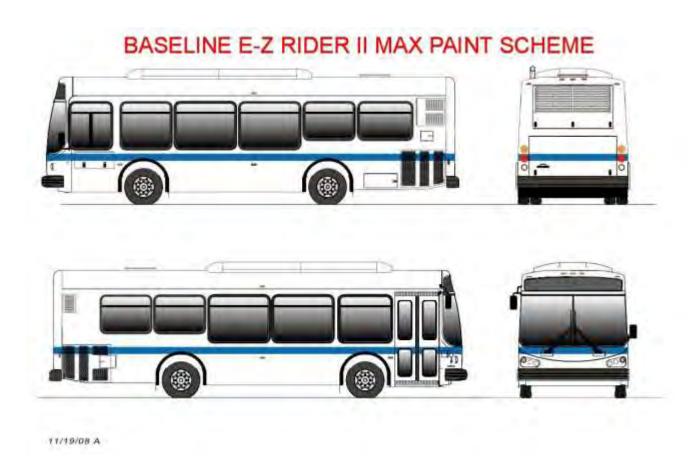
## TWO-WAY RADIO WIRING SETUP

Radio works with (circle one) Ignition On Only Ignition On or Off

# EXHIBIT C PAINT SCHEMES

## **EXTERIOR PAINT STANDARD**

## WHITE BASE COLOR ONE 6" REFLECTIVE VINYL STRIPE AROUND BUS



## **EXTERIOR PAINT SCHEME #1**

## **BASE COLOR WHITE 2 COLOR STRIPE DESIGN**



## **EXTERIOR PAINT SCHEME #2**

## **BASE COLOR WHITE 2 COLOR STRIPE DESIGN**



# EXHIBIT D OPTIONS

## **OPTIONS**

TRIPS-09-MD-FTS (31'/34' Medium Duty Bus Type Vehicles) Florida Transportation Systems, Inc.

	Florida Transportation Systems, inc.
<u>3.1.0</u>	Rear and center passenger doorway – base vehicle is a front door only. Center door same construction as front entry door.
<u>3.2.0</u>	<u>Alternative body styling</u> – BRT exterior appearance package upgrade
<u>3.5.0</u>	Engine upgrade - Cummins ISL-07, 8.7L 250HP Heavy Duty Diesel Engine
<u>3.6.0</u>	Fueling apparatus - Emco-Wheaton Dry Break Fuel System
<u>3.9.0</u>	Engine Coolant Filter
<u>3.10.0</u>	<u>Alternative drive train</u> - Hybrid Drive Train System Allison-EP40
<u>3.11.0</u>	Transmissions
3.11.1	Allison B400R Transmission
3.11.2	Voith 864.5E Transmission
3.11.3	ZF-6HP504C Transmission
<u>3.12.0</u>	Fire Suppression System
3.12.1	Amerex Fire Suppression System (Amerex V-25 System)
3.12.2	JoMarr Fire Suppression System (JoMarr VTS-12)
<u>3.13.0</u>	90-Gallon Diesel Fuel Tank
<u>3.14.0</u>	<u>Wheels</u>
3.14.1	Brushed Aluminum Wheels
3.14.2	Polished Aluminum Wheels

3.15.0 Destination Signs

- 3.15.1 Transign Curtain Roller Type Destination Signs (front, side)
- 3.15.2 Twin Vision Elyse Electronic Destination Signs (front, side, rear)
- 3.16.0 Alternative Driver Seating -
- 3.16.1 Driver Seat USSC Model 9100ALX
- 3.16.2 Driver Seat USSC Model 9100ALX 3 Point Belt
- 3.17.0 Keyed alike ignitions multiple buses keyed alike
- 3.18.0 Bike Rack
- 3.18.1 Two (2) Position Bike Rack W/Tell-Tale Notification
- 3.18.2 Three (3) Position Bike Rack W/Tell-Tale Notification
- 3.19.0 Block/Run Number Box
- 3.20.0 AM/FM/CD Stereo MP3 Player
- <u>3.21.0</u> Rear Backing Camera System a one camera system with dashboard color monitor which permits the driver to see directly behind the bus when backing. The system immediately activates/deactivates each times the bus transmission is shifted into and out of reverse; and is designed for day and night operations
- 3.22.0 Driver's fan
- 3.23.0 Public Address System
- 3.23.1 Radio engineering Industries Public Address System w/4 speakers (Standard)
- 3.23.2 Microphone Cable Extension Microphone Cable 10 Inch Extension (includes a spare hand held micro phone with cord extension, jack, clip)
- 3.24.0 Hub Meter Stemco
- 3.25.0 Alternative floor covering Altro Transflor slip-resistant sheet vinyl flooring, smooth, all welded seams, customer to supply color selection. Include Altro step tread material with yellow nosing.
- 3.26.0 Digital Security Camera System

- 3.26.1 247 (4) Camera Surveillance System added to the data recorder
- 3.26.2 Add (1) Camera to Surveillance System

## 3.27.0 Securement System

- 3.27.1 American ARM Securement System (2 positions)
- 3.27.2 Q-Straint QRT Max L Track Securement System (2 positions)
- 3.27.3 Sure-Lok Titian System W/ Solo Floor Pods Securement System (2 positions)
- 3.27.4 Additional Seat Belt Extensions (2 standard)

## 3.28.0 Entrance Ramp

- 3.28.1 Lift U Ramp (LU-11)
- 3.28.2 Braun Ramp (RA400)
- **3.29.0** Teleflex Morse adjustable brake and accelerator pedals

## 3.30.0 Special Tools and Spare Parts-See Sheet

- (1) Differential center section (drop-in unit only)
- (1) A/C compressor, complete with clutch assembly
- (1) Heater core
- (1) Set of wiper motors
- (1) Set of windshields
- (1) Set of type window glazing
- (1) Complete set of skirt panels
- (1) Spare Power Pack (see description below)
- (1) Spare Engine
- (1) Spare Transmission
- (1) Destination Sign package (Including; front, side(s), and rear
- (1) Set of Entrance Doors
- (1) Door Motor
- (1) Left Rear corner panel
- (1) Right Rear corner panel
- (1) Rear Bumper
- (1) Front cap excluding windshield
- (1) Engine Door
- (1) Set of Access door(s) and exterior door(s)

## **EXHIBIT E**

## FLOOR-PLAN LAYOUT

Most agencies already have an idea on the type and number of seats and wheelchair positions needed to meet their floor plan requirements. A wide variety of alternative floor plans are available.

Agencies should work closely with Florida Transportation System, Inc. to develop and finalize their passenger seating floor layout plans. Based upon this consultation, Florida Transportation System, Inc. will develop a proposed floor plan based on the Agency's needs and fax a copy of the plan to the Agency for verification and approval.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4646 County Administrator's Report 16. 7. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Acceptance of a Public Road and Right-of-Way Easement on Innerarity Point

Road from Innerarity Holdings, LLC

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 from Innerarity Holdings, LLC - 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 0.11 acres) on Innerarity Point Road from Innerarity Holdings, LLC, for the Innerarity Point Sidewalk Project:

A. Accept the donation of a Public Road and Right-of-Way Easement (approximately 0.11 acres) on Innerarity Point Road, from Innerarity Holdings, LLC, for the Innerarity Point 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. Innerarity Holdings, LLC., owner of the property located at 5806 Bob-O-Link Road (property between Cruzat Way and Bob-O-Link Road along the south side Innerarity Point Road), has agreed to donate a portion of their property (approximately 0.11 acres) for a Public Road and 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 9, 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 Title Work Property Appraiser Aerial 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 21 day of day of 2013, by and between Innerarity Holdings, LLC, an Alabama limited liability company, whose address is 2610-B Dauphin Street, Suite 101, Mobile, Alabama 36606 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

#### WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across a portion of the Property, more particularly described in the attached Exhibit A;

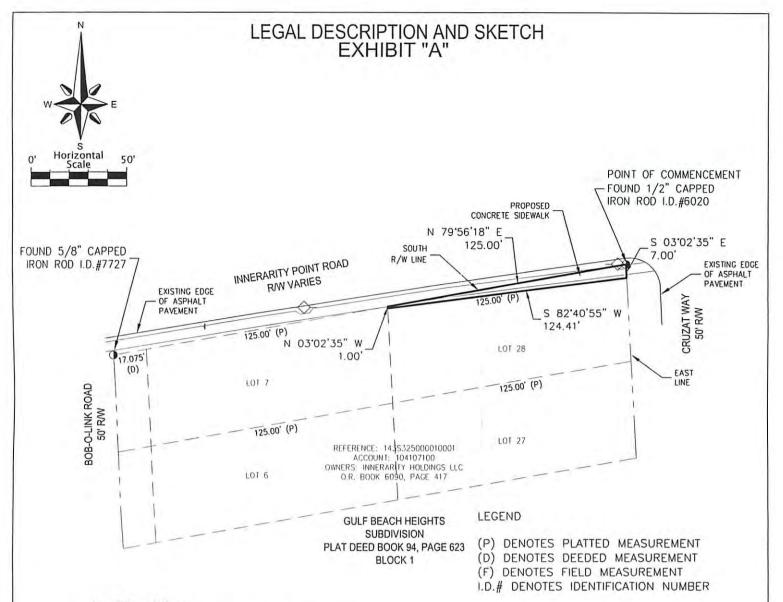
NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across a portion of the Property described in the attached Exhibit A, and for the purpose of constructing, paving, maintaining, replacing, inspecting, 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; provided, however, that nothing in this easement shall be construed as a restriction on Grantor's right of access to the Property from the adjacent public roads otherwise available under the Escambia County Land Development Code or other applicable land development regulations.

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:

Witness Barbara B. Johnson Witness Systhea Caegler Print Name Sophia Taylor	Innerarity Holdings, LLC  Albert F. Dukes III, Manager
STATE OF FLORIDA ALABAMA COUNTY OF ESCAMBIA NO BILE	
The foregoing instrument was acceptable with the production of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the	eknowledged before me this 21 day of es III, as Manager, of Innerarity Holdings, LLC. He uced current as
6	Ula D. Million
(Notary Seal)	Signature of Notary Public
_	Allen D. Mullins
	Printed Name of Notary Public
ACCE	EPTANCE
	sement is accepted by Escambia County, Florida on thorized by the Board of County Commissioners of the Landson
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST: Pam Childers Clerk of the Circuit Court	Gene M. Valentino, Chairman
Deputy Clerk	This document approved as to form and legal sufficiency.  By Coult Alway  Date July 9, 2013



Legal Description Easement for Escambia County Right-of-Way Property Reference Number 14-3S-32-5000-010-001

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:

Begin at the Northeast corner of Lot 28, Block 1, Gulf Beach Heights Subdivision as recorded in Deed Book 94 at page 623 of the public records of Escambia County, Florida, thence South 03°02'35" East along the East line of said Lot 28 for a distance of 7.00 feet; thence departing said East line South 82°40'55" West for a distance of 124.41 feet to the West line of said Lot 28; thence North 03°02'35" West along said West line for 1.00 feet to the Northwest corner of Said Lot 28 and the South right-of-way line of Innerarity Point Road; thence North 79°56'18" East along said South right-of-way line for a distance of 125.00 feet to the Point of Beginning, containing 0.11 acres, more or less.

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; GULF BEACH HEIGHTS SUBDIVISION DEED BOOK 94, PAGE 623 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 NORTH LINE OF OF LOTS 7 AND 28, BLOCK 1, GULF BEACH HEIGHTS SUBDIVISION, BEING NORTH 79°56'18" EAST AND THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH LAMBERT, NORTH AMERICAN DATUM 83/90

## LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

ENGINEERING DEPARTMENT Project No.: 20120086 Drawn By: MK / CSR Survey Date: 01/02/2013 ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505 Drawing No. L-4947C Drawing Date: 05/6/2013 Section, Township, Range: Field Book:512 Page:1-24 Date: 05-06
State of 14, T-3-S, R-32-W Sheet No. 1 of Type of Survey: Colocado Professional Surveyor and Mapper No. 6049 Legal Description and Sketch The Legal Description and Sketch shown hereon is true and correct and in compliance with the Mi Revisions: Date: Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17:050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statules.



## COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number

- 25708

**Project** 

- Innerarity Road Easements

**Effective Date:** 

June 5, 2013 at 8:00 a.m.

1. Policy or policies to be issued:

ALTA Owners 2006 with Florida Modifications

OWNER'S:

\$ To Be Determined

PROPOSED INSURED: Escambia County, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Easement, and the title thereto is at the effective date hereof vested in:

Innerarity Holdings, LLC, an Alabama limited liability company by virtue of those certain Warranty Deeds recorded in Official Records Book 5563, Page 509; Official Records Book 5563, Page 515; Official Records Book 5534, Page 883; Official Records Book 5573, Page 1285; Official Records Book 5589, Page 1410; Official Records Book 5589, Page 1417; Official Records Book 5589, Page 1422; Official Records Book 5589, Page 1406; Official Records Book 5589, Page 1407; Official Records Book 5530, Page 1134 and that certain Articles of Merger of Innerarity 26, LLC into Innerarity Holdings, LLC recorded in Official Records Book 6058, Page 1646, all of the Public Records of Escambia County, Florida.

3. The land referred to in this Commitment is described as follows:

Lot A, AND Lots 1 through 7, both inclusive, and the East 17 075/100 feet of Bob-O-Link Road lying Westerly of the Extension of the North and South line of above lots AND ALSO Lots 22 through 25, both inclusive, AND Lots 27 and 28, Block 1, Gulf Beach Heights Subdivision, Escambia County, Florida, according to the Plat thereof recorded in Deed Book 94, at Page 623 and Deed Book 96, at Page 427, of the Public Records of said County.

**AMERICAN GOVERNMENT SERVICES CORPORATION** 

3812 W. Linebaugh Avenue Tampa, Florida 33618

(813) 933-3322

**COUNTERSIGNED:** 

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1

File Number - 25708

#### The following requirements to be complied with:

- 1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
- 2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
  - A. Duly Authorized Easement Agreement by and between Innerarity Holdings, LLC, an Alabama limited liability company, to Escambia County, a political subdivision of the State of Florida, creating an Easement over the land described in Schedule "A".
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.
- 5. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there does not exist pending assessments or liens, against the property not shown by the Public Records.
- 6. Proof of payment of any County and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
- 7. Proof of payment for any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- 8. Provide satisfactory evidence that Innerarity Holdings, LLC, an Alabama limited liability company, is active and in good standing with the State of Alabama.
- Present for examination a certified copy of the articles of organization and regulations of Innerarity
  Holdings, LLC, an Alabama limited liability company, together with any amendments or modifications
  thereto, certified by the Dept. of State.
  - Note: The company reserves the right to make additional requirements or exceptions upon review of the documentation produced in compliance with this requirement.
- 10. Affidavit in recordable form executed by an authorized officer of Innerarity Holdings, LLC, an Alabama limited liability company, indicating the current managing members of the LLC as well as his/her authority to grant the Easement over the subject property on behalf of said LLC.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1 Continued

File Number - 25708

11. Note: Tax Account Number 10-4107-100; Parcel ID Number: 143S32-5000-010-001; 2012 Taxes were paid in the amount of \$9,841.00. Gross Taxes are \$10,166.47. Current Assessment is \$657,662.00.

The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

NOTE: All Schedule B, Section 1 requirements are to be met and deleted at closing.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2

File Number

- 25708

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the
  public records or attaching subsequent to the effective date hereof but prior to the date the proposed
  Insured acquires for value of record the estate or interest or mortgage thereon covered by this
  Commitment.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Encroachments, overlaps, boundary line disputes, and any other matters, which would be disclosed by an accurate survey and inspection of the premises.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled or artificially exposed lands and lands accreted to such lands.
- 7. Taxes required to be paid during the year 2013 and subsequent years. NOTE: The Proposed Insured will be exempt during its period of ownership.
- 8. Any Lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- Any County and/or municipal resolution for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed.

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 CONTINUED

File Number

- 25708

- 11. Subject to Right of Way of Innerarity Point Road.
- 12. Subject to right of way of Bob O Link Road.
- 13. Subject to right of way of Cruzat Way.
- 14. Terms and Conditions of that certain Sovereignty Submerged Lands Lease by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida c/o the Florida Department of Environmental Protection, Division of State Lands and Innerarity Holdings, LLC, an Alabama limited liability company, recorded in Official Records Book 6237, Page 1429, and thereafter renewed in Official Records Book 6939, Page 207, both of the Public Records of Escambia County, Florida.
- 15. Deed of Conservation Easement to the State of Florida, Board of Trustees of the Internal Improvement Trust Fund recorded in Official Records Book 6090, Page 417, of the Public Records of Escambia County, Florida.
- 16. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Gulf Beach Heights Subdivision as recorded in Deed Book 94, Page 623 and Deed Book 96, Page 427, both of the Public Records of Escambia County, Florida; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604(c).
- 17. The right, if any, of the public to use as a public beach or recreation area any part of the land seaward of the most inland of any of the following: A) the natural line of vegetation; B) the most extreme high water line; C) the bulkhead line; and D) any other line which has been legally established as relating to such public use.
- 18. The nature, extent, or existence of riparian rights are not insured.
- 19. Any and all rights of the United States of America over any lands now or formerly lying under navigable waters, arising by reason of the authority of the United States of America to control navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
- 20. Terms and conditions of the easement creating the interest insured hereunder.

## **COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 CONTINUED**

File Number

- 25708

NOTE:

Legal access is neither guaranteed nor ensured pending receipt and review of a survey of the

property to be insured.

NOTE:

Schedule B, Section 2 exceptions 1, 2, 5, 8, and 9 will be deleted at closing.

NOTE:

Schedule B, Section 2 exceptions 3 and 4 may be deleted upon review of satisfactory survey.

**ECPA** Home



# Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search | Amendment 1 Calculations

**Back** 

Navigate Mode 

Account

Reference



Printer Friendly Version

**General Information** 

Reference: 143S325000010001

Account: 104107100

Owners: INNERARITY HOLDINGS LLC Mail: 2610-B DAUPHIN ST STE 101

MOBILE, AL 36606

Situs: 5806 BOB O LINK RD 32507

SINGLE FAMILY RESID 🔑 **Use Code:** 

**Taxing COUNTY MSTU Authority:** 

Tax Inquiry: **Open Tax Inquiry Window** 

Tax Inquiry link courtesy of Janet Holley

Escambia County Tax Collector

**2012 Certified Roll Assessment** 

Improvements: \$93,780 Land: \$563,882

Total: \$657,662

Save Our Homes: \$0

Disclaimer

**Amendment 1 Calculations** 

Sales Data

Sale Date	Book	Page	Value	Туре	Records (New Window)
01/2007	6090	417	\$100	QC	<u>View Instr</u>
02/2005	5589	1410	\$1,580,000	WD	View Instr
03/2003	5099	758	\$100	WD	View Instr
09/2002	4984	751	\$100	WD	View Instr
07/1993	3390	731	\$100	WD	<u>View Instr</u>

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and

Comptroller

2012 Certified Roll Exemptions

None

Official

**Legal Description** 

LT A & LTS 1 THUR 7 & E 17 075/100 FT OF BOB-0-LINK RD LYING WLY EXT OF N & S LI OF ABOVE LTS ALSO LTS 22...

**Extra Features** 

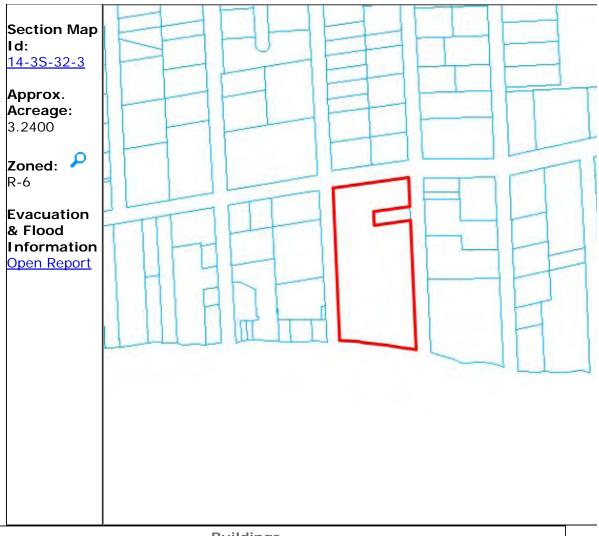
None

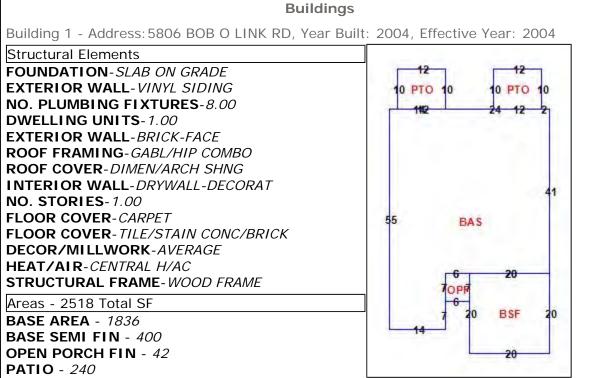
Parcel Information

Restore Map

Launch Interactiv

۵





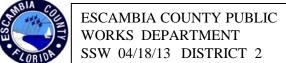
## **I** mages

None

The primary use of the assessment data is for the preparation of the current year tax r responsibility or liability is assumed for inaccuracies or errors.

## ACQUISITION OF PROPERTY FOR INNERARITY POINT SIDEWALK PROJECT





Innerarity Holdings Property/ Parcel 14-3S-32-5000-010-001

Easement area for sidewalk



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4634 County Administrator's Report 16. 8. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Acceptance of a Public Road and Right-of-Way Easement on Innerarity Point

Road from David Lively

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 from William David Lively - Joy D. Blackmon, P.E., Public Works

Department Director

That the Board take the following action concerning the acceptance of a Public Road and Right-of-Way Easement (approximately 0.089 acres) on Innerarity Point Road from William David Lively, for the Innerarity Point Sidewalk Project:

A. Accept the donation of a Public Road and Right-of-Way Easement (approximately 0.089 acres) on Innerarity Point Road, from William David Lively, for the Innerarity Point 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. William David Lively, owner of the property located at 14340 Innerarity Point Road, has agreed to donate a portion of his property (approximately 0.089 acres) for a Public Road and 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 July 1, 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
Title Work
Property Appraiser
Aerial 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 28 day of 2013, by and between William David Lively, a single man, whose address is 14340 Innerarity Point Road, Pensacola, Florida 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

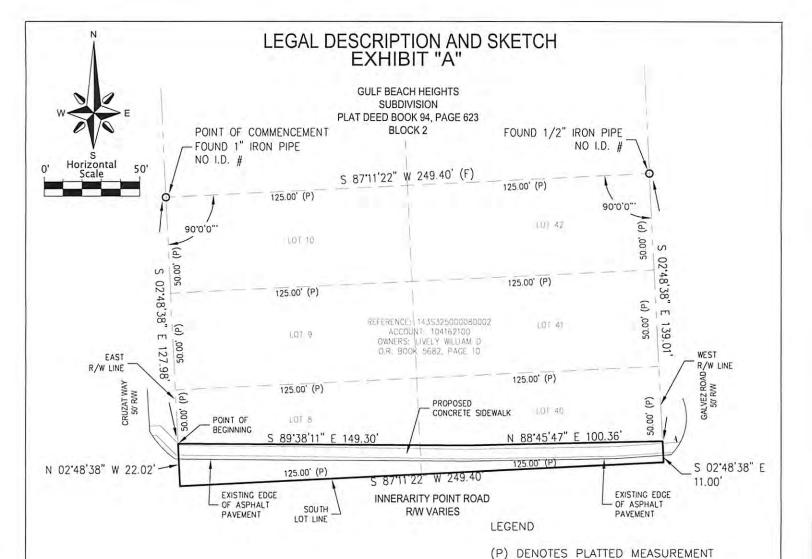
WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

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 he is lawfully seized and possessed of the Property, that he 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:
an and presented on	1.7. 10 On 1/1 °/
Witness Cynthia J. Pour Print Name Cynthia G. +	William David Lively  William David Lively
Witness Bei Zo Manager Print Name Beinir w Manager	Page 1
STATE OF FLORIDA COUNTY OF ESCAMBIA	
June, 2013, by Willia	acknowledged before me this <u>28</u> day of am David Lively. He () is personally known to me, or ()
has produced current Florida	Deiver Lineage as identification.
(Notary Seal)	Signature of Notary Public
	Printed Name of Notary Public
Notary Public-State Comm. Exp. May 31, Comm. No. DD967	2014
	ACCEPTANCE
그림 없는 그 이번에 그리고 이렇게 되면 먹는 그렇지 않아 이 그들이 없는 이 가지에 어떻게 되었다.	f-Way Easement is accepted by Escambia County, Florida, 2013, as authorized by the Board of County Florida at its meeting held on
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST: Pam Childers Clerk of the Circuit Co	Gene M. Valentino, Chairman
Deputy Clerk	This document approved as to form and legal sufficiency.  By  Title Hist. County Arthropy
	Date July 1, 2013



Legal Description Easement for Escambia County Right-of-Way Property Reference Number 14-3S-32-5000-080-002 May 6, 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:

(F) DENOTES FIELD MEASUREMENT I.D.# DENOTES IDENTIFICATION NUMBER

Commence at the Northwest corner of Lot 10, Block 2, Gulf Beach Heights Subdivision as recorded in Deed Book 94 at page 623 of the public records of Escambia County, Florida, thence South 02°48'38" East along the East right-of-way line of Cruzat Way (50' R/W) for a distance of 127.98 feet for the Point of Beginning; thence departing said East right-of-way line South 89°38'11" East for a distance of 149.30 feet; thence North 88°45'47" East for a distance of 100.36 feet to the West right-of-way line of Galvez Road (50' R/W); thence South 02°48'38" East along said West right-of-way line for a distance of 11.00 feet to the Southeast corner of Lot 40, Block 2 of said Gulf Beach Heights Subdivision; thence South 87°11'22" West along the South lines of Lots 49 and Lot 8, Block 2, for a distance of 249.40 feet to the Southwest corner of said Lot 8 and the East right-of-way line of Cruzat Way (50' R/W); thence North 02°48'38" West along said East right-of-way line for a distance of 22.02 feet to the Point of Beginning, containing 0.089 acres, more or less.

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; GULF BEACH HEIGHTS SUBDIVISION DEED BOOK 94, PAGE 623 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 NORTH LINE OF OF LOTS 10 AND 42, BLOCK 2, GULF BEACH HEIGHTS SUBDIVISION, BEING SOUTH 87°11'22" WEST AND THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH LAMBERT, NORTH AMERICAN DATUM 83/90

# LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Survey Date: 01/02/2013 D	roject No.: 20120086 Irawing No. L-4947B ield Book:512 Page:1-24	ENGINEERING DEPARTMENT  ESCAMBIA COUNTY, FLORIDA  3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	AMBIA (S)
	14, T-3-S, R-32-W Sheet No. 1 of 1	R.S.ColomeCo Date: 05/04/1305	SU SE
Legal Descriprion and Sketch		R.S. Colocado Professional Surveyor and Mapper No. 6049  State of Florida  The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical	FLOR
Revisions:	Date:	Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 59-17,050,53-17.051 and	
		5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.	



# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number:

25743

Project Name:

**Innerarity Point Road** 

**Effective Date:** 

June 18, 2013 at 8:00 a.m.

1. Policy or policies to be issued:

OWNER'S:

\$ To Be Determined

PROPOSED INSURED: Escambia County, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Easement Interest, and the title thereto is at the effective date hereof vested in:

William David Lively, by virtue of that certain Warranty Deed recorded in Official Records Book 5682, Page 10, of the Public Records of Escambia County, Florida.

3. The land referred to in this Commitment is described as follows:

A portion of Section 14, Township 3 South, Range 32 West, Escambia County, Florida, as described on Exhibit "A" attached hereto and made a part hereof.

**AMERICAN GOVERNMENT SERVICES CORPORATION** 

COUNTERSIGNED

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1

File Number:

25743

Project Name:

**Innerarity Point Road** 

### The following requirements to be complied with:

- 1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
- 2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
  - A. Duly Authorized Easement Agreement by and between William David Lively, to Escambia County, a political subdivision of the State of Florida, creating an Easement over the land described in Schedule "A".

Note: Require joinder of spouse if married, or a non-homestead disclaimer on the Easement Agreement.

- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.
- 5. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there does not exist pending assessments or liens, against the property not shown by the Public Records.
- 6. Proof of payment, satisfactory to the Company, of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.
- 7. Payment of all County and/or municipal taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

#### **REAL ESTATE TAX INFORMATION:**

Property Appraiser's Parcel ID Number / Tax Collector's Account Number:

143S32-5000-080-002 / 10-4162-100; Taxes for 2012 were paid in the amount of \$1,688.19.

Gross Taxes are \$1,758.53. Current Assessment is \$108,259.00. No Delinquent Taxes.

NOTE: All items under Schedule B-1 to be deleted at closing upon satisfaction of all requirements set forth herein.

The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2

File Number:

25743

**Project Name:** 

**Innerarity Point Road** 

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Encroachments, overlaps, boundary line disputes, and any other matters, which would be disclosed by an accurate survey and inspection of the premises.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled or artificially exposed lands and lands accreted to such lands.
- 7. Taxes for the year 2013 and subsequent years, which are not yet due and payable. NOTE: The Proposed Insured is exempt during its period of ownership.
- 8. Any Lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- Any County and/or municipal resolution for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 CONTINUED

File Number:

25743

Project Name:

**Innerarity Point Road** 

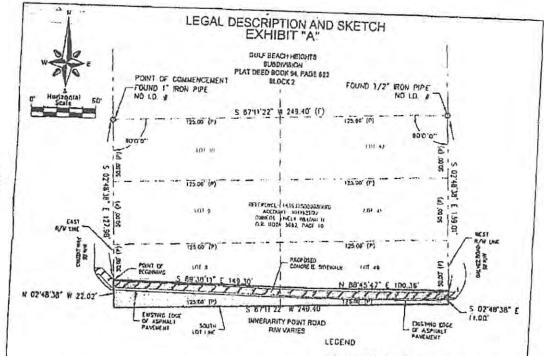
- 11. Subject to right of way of Innerarity Point, Galvez Road and Galvez Way.
- 12. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Gulf Beach Heights Subdivision as recorded in Deed Book 94, Page 623, of the Public Records of Escambia County, Florida; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604(c).
- 13. Terms and conditions of the easement creating the interest insured hereunder.

NOTE:

Schedule B, Section 2 exceptions 1, 2, 5, 8, and 9 will be deleted at closing.

NOTE:

Schedule B, Section 2 exceptions 3 and 4 may be deleted upon review of satisfactory survey.



(P) DENOTES PLATTED MEASUREMENT (F) DENOTES FIELD MEASUREMENT 1.0. DENOTES IDENTIFICATION NUMBER

Legal Description Essement for Escambia Gounty Right-of-Way Property Reference Number 14-35-32-5000-080-002 May 6, 2013

An easement for Escamble County Right-of- Way over a parcel of land lying and being in Section 14, Township 5 South, Range 32 West, Escambia County, Florida, baling more particularly described as follows:

Commence at the Northwest corner of Lot 10, Block 2, Gutl Beach Heights Subdivision as recorded in David Book 24 st page 623 of the public records of Escembia County, Florids, themes South 02°48'38' East along the East right-of-way line of Cruzat Way (50' R/W) for a distance of 127.88 feet for the Point of Baginning; thence departing said East right-of-way line South 68°38'11" East for a distance of 149.30 feet; thence North 88°45'47" East for a distance of 100.26 feet to the West right-of-way line of Galvez Road (50' R/W); thence South 02\*46'38\* East along said West right-of-way line for a distance of 11.00 feet to the Southeast corner of Lot 40, Block 2 of said Gulf Beach Heights Subdivision; thence South 67\*11'22" Wast along the South lines of Lots 49 and Lot 8, Block 2. for a distance of 249.40 feet to the Southwest corner of said Lot 8 and the East right-of-way line of Cruzal Way (50" R/W); thence North 02\*49'38" West stong said East right-of-way line for a distance of 22.02 feet to the Point of Beginning, containing 0.089 acres, more or less.

SURVEYORS 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, BULLDING SETBACKS, RESTRICTIVE COVERNATIS OR OTHER
INSTRUMENTS WHICH COULD AFFECT THE BOUNDAINES OR USE OF THE SUBJECT PROPERTY.

2) UNLESS IT BEARS THE SETINATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND IMPPERT THE DRAWMAS, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL

PURPOSES ONLY AND IS NOT YALD.

5) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.

4) PREUD DATE: ANULARY 2, 2813; FIELD NOTES RECORDED IN FIELD BOOK 512, PAGE 1.24 AND FIELD BOOK 613, PAGES 1-10.

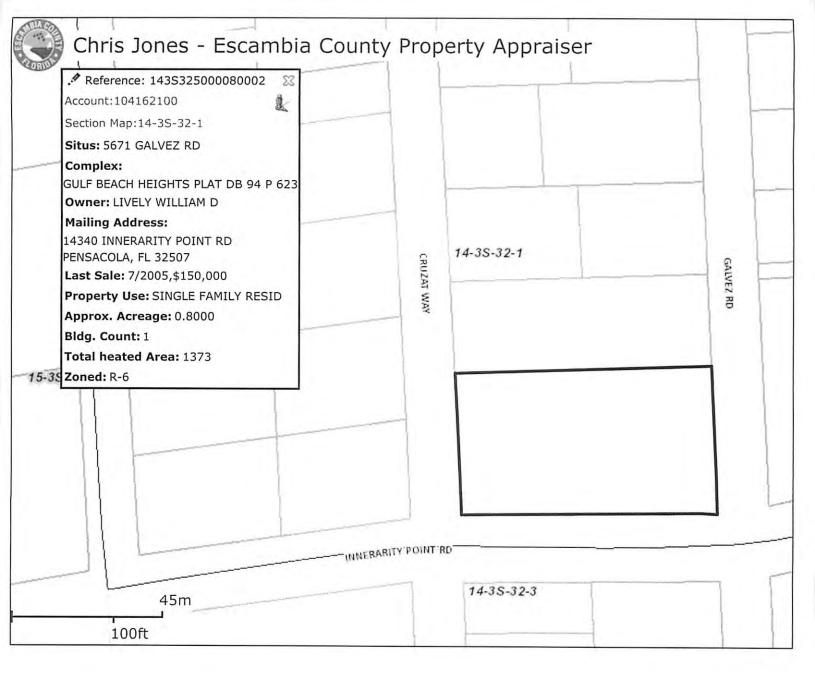
ESCAMBIA COUNTY PROPERTY APPRAISER'S MAPS; GULF BEACH HEIGHTS SUBDIVISION DSED BOOK 94, PAGE 823 AS RECORDED IN THE
PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AN ESCAMBIA COUNTY ENDINEERING DRAWING L-4947 DATED JANUARY 8, 2013, AND

EXISTING FIELD MONLMENTATION.

6) NORTH AND BEARINGS SHOWN HEREON WERE REFERENCED TO THE NORTH LINE OF DE LOTS 10 AND 42, BLOCK 2, DOLE BEACH HEIGHTS SUBDIVISION, BEING SOUTH 47\*11/22 WEST AND THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH LAMBERY, NORTH

LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY

Orace Burths Leave In	THIS IS NOT A SURVEY
Orang Bri MK   CSR     Project No. 20120088   Sunsy Date: 01/02/2013   Orango No. 1.49478   Credita Date: 55/92/2013   Field Boric \$12 Page:1-24   Section, Township, Range: 14, 1-2-5, R-32-W	ENGINEERING DEPARTMENT ESCAUSIA COUNTY, FLORIDA INSUWEST PARK PLACE, PENEACOUA, FLORIDA 275%  UN ROSANE
Type of Servey: Legal Completes and Blatch  Direct No. 1 of 1	R& Cologrado Probación Como Speringos
Date;	The Logal Description and State in shore here in the land cores and in complaint of pile in the land of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s



# **Escambia County Tax Collector**

generated on 6/19/2013 9:53:37 AM CDT

### **Tax Record**

Last Update: 6/19/2013 9:53:36 AM CDT

#### **Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	,	Tax Ty	pe	Tax	Year
10-4162-100	No According to the 1	REAL ES	TATE	20	012
Mailing Address LIVELY WILLIAM D 14340 INNERARITY POINT	RD	-	<b>y Address</b> LVEZ RD		
PENSACOLA FL 32507		<b>GEO Num</b> 143832-	<b>ber</b> 5000-080-0	02	
Exempt Amount		Taxable \	√aiue		
See Below		See Be	low	Company	
Exemption Detail NO EXEMPTIONS	<b>Mill</b> 06	age Code	1	Escrow Code	9
143S32-5000-080-002 56 BEACH HEIGHTS PLAT DB				2 BLK 2 GU	LF
	Ad Va	lorem Taxes		e e la la la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la constitución de la	and the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of t
Saxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxe Levied
OUNTY UBLIC SCHOOLS	6.9755	108,259	0	\$108,259	\$755.16
By Local Board	2.2480	108,259	0	\$108,259	\$243.3
By State Law	5.5100	108,259	0	\$108,259	\$596.51
SHERIFF WATER MANAGEMENT	0.6850 0.0400	108,259 108,259	0	\$108,259 \$108,259	\$74.16 \$4.33
Total Millage	15.458	35 <b>T</b> (	otal Taxes	\$	1,673.53
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Date Paid	Transaction	Receipt	ltem	Amount Paid
11/28/2012	PAYMENT	9830841.0003	2012	\$1,688.19

Prior Year Taxes Due	7
NO DELINQUENT TAXES	
	į

Return to:

Carol Eubanks

Name: Address: Southland Acquire Land Title, LLC 1120 North 12th Avenue

Pensacola, Florida 32501

This Instrument Prepared:
Carol Eubanks
Southland Acquire Land Title, LLC
1120 North 12th Avenue
Pensacola, Florida 32501
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s): 14-36S-32-5000-080-002 Grantee(s) S.S.#(s): File No:3014704

#### WARRANTY DEED

This Warranty Deed Made the 7th day of July, 2005, by William David Lively, as Successor Trustee of The James L. Lively, Sr. Revocable Trust Agreement dated February 8, 2000, , , hereinafter called the grantor, whose post office address is: 14345 Innerarity Point Road, Pensacola, Florida 32507

to William David Lively, whose post office address is: 14345 Innerarity Point Road, Pensacola, Florida 32507, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars 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 Escambla County, Florida, viz:

Lots 8, 9, and 10, Block 2, Gulf Beach Heights Subdivision, Section 14, Township 3 South, Range 32 West, described according to Plat recorded in Deed Book 96, Page 427, records of Escambia County, Florida, and Lots 40, 41, and 42, Block 2, Gulf Beach Heights, Section 14, Township 3 South, Range 32 West, as shown on plat of same recorded in Deed Book 94, Page 623 of the Public Records of Escambia County, Florida.

The property is not the homestead of the Grantor(s).

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 the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2005, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Witness Signature:

Witness Signature:

Witness Signature:

Witness Signature:

Witness Signature:

Witness Signature:

Witness Signature:

Witness Signature:

Witness Signature:

Witness Signature:

Printed Name:

Witness Signature:

Printed Name:

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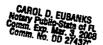
Printed Name:

STATE OF FLORIDA COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 7th day of July, 2005, by William David Lively, as Successor Trustee of The James L. Lively, Sr. Revocable Trust Agreement dated February 8, 2000, who is are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name: Notary Public Serial Number



File No: 3014704

# Residential Sales Abutting Roadway Maintenance Disclosure

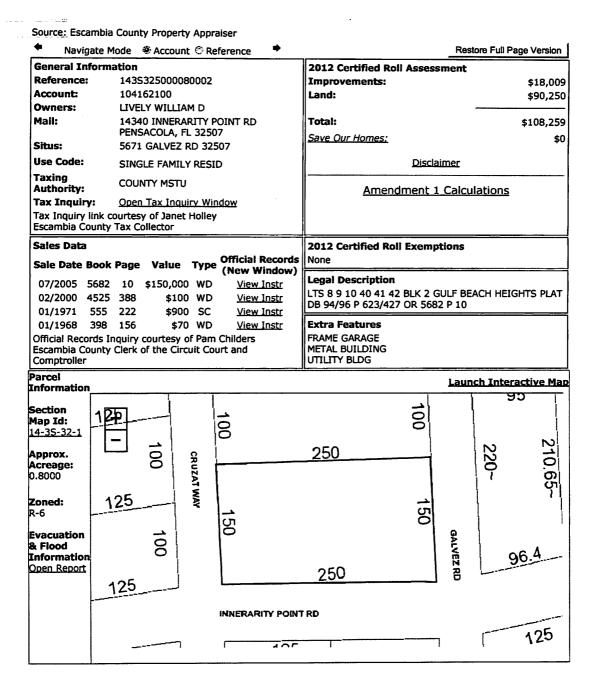
ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing of County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

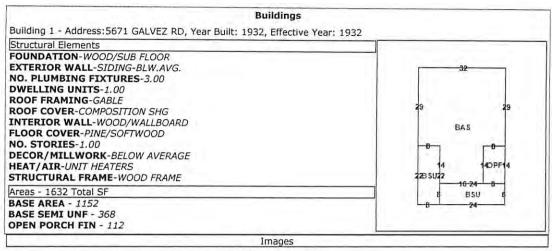
Name of Roadway: Galvez Road Pensacola, Florida Legal Address of Property: 5671 Galvez Rd., Pensacola, FL 32507

The County ( X ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Southland Acquire Land Title, LLC 1120 North 12th Avenue Pensacola, Florida 32501 As to Seller(s): Witness' Name: Seller's Name: Witness' Name: Seller's Name: Witness' Name: Seller's Name: Witness' Name: As to Buyer(s): Buyer's Name: William David Lively Witness لتمدي Buyer's Name: Witnes Name: Buyer's Name: Witness' Name: Buyer's Name: Witness' Name:

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Effective 4/15/95





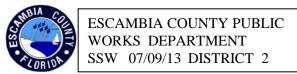


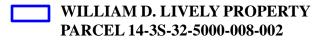
5/7/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

# ACQUISITION OF PROPERTY FOR INNERARITY POINT SIDEWALK PROJECT









# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4633 County Administrator's Report 16. 9.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: Acquisition of Real Property Located at 10836 Lillian Highway from RL REGI of

Florida, LLC

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

Organization: Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Acquisition of Real Property Located at 10836 Lillian Highway from RL REGI of Florida, LLC - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to execute the Amendment to Agreement for Sale and Purchase of Property from RL REGI Florida, LLC, for the acquisition of real property located at 10836 Lillian Highway.

[Funding for this Project is available in Funding Source: Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

Meeting in regular session on June 10, 2013, the Board approved the Agreement for Sale and Purchase for the acquisition of three contiguous parcels of real property (totaling approximately 40 acres) located at 10836 Lillian Highway, from RL REGI, Florida, LLC. In preparation for closing it was noted that there was an error in the legal description on Exhibit "A" attached to the Sales Agreement, as presented to the Board. The legal description (Exhibit "A") was included in the Sales Agreement by the seller, which included two other parcels the seller owns but was not intended to be part of this transaction. In all other aspects, the Agreement for Sale and Purchase remains unchanged. Staff is requesting the Board approve the Amendment to the Agreement for Sale and Purchase to correct the legal description of the property to be acquired and to proceed with the closing for this acquisition.

### **BACKGROUND:**

Meeting in regular session on June 10, 2013, the Board approved the Agreement for Sale and Purchase for the acquisition of three contiguous parcels of real property (totaling approximately 40 acres) located at 10836 Lillian Highway, from RL REGI, Florida, LLC. In preparation for closing it was noted that there was an error in the legal description on Exhibit "A" attached to the Sales Agreement, as presented to the Board. The legal description (Exhibit "A") was included in the Sales Agreement by the seller, which included two other parcels the seller owns but was not intended to be part of this transaction. In all other aspects, the Agreement for Sale and Purchase remains unchanged. Staff is requesting the Board approve the Amendment to the Agreement for Sale and Purchase to correct the legal description of the property to be acquired and to proceed with the closing for this acquisition.

#### **BUDGETARY IMPACT:**

Funding for this project is available in Funding Source: Fund 352, "LOST III", Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The seller's attorney and title company will conduct the closing. The Amendment to the Agreement for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney on July 15, 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 of the Escambia County Code of Ordinances.

#### IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

#### **Attachments**

Amendment to Agreement for Sale and Purchase of Property
Agreement for Sale and Purchase of Property
BCC Action\_06/10/2013
Aerial Map

# AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

This Amendment to Agreement For Sale and Purchase of Property (this "Amendment") is made this \_\_\_\_\_ day of July, 2013 ("Amendment Effective Date"), by and among RL REGI FLORIDA, LLC, a Florida limited liability company ("Seller"), and ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS ("Buyer").

#### **RECITALS:**

- A. Seller and Buyer entered into the Agreement For Sale and Purchase of Property, with an Effective Date of June 10, 2013 (the "Contract"), regarding the real property consisting of approximately 33.8 acres located in Escambia County, Florida (the "Property").
- B. Seller and Buyer wish to amend the Contract as set forth herein in order to revise the legal description attached as Exhibit A to the Contract, in order to correct an error in such legal description, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Recitals; Defined Terms</u>. The above recitals are true and correct and are incorporated into this Amendment by this reference. Initially capitalized terms used in this Amendment, which are not separately defined, will have the meanings ascribed to such terms in the Contract.
- 2. <u>Legal Description</u>. The Legal Description of the Property attached as Exhibit A to the Contract is modified such that (i) Parcel 1 and Parcel 2 are and remain included in said Exhibit A and as part of this transaction (and shall be conveyed to Buyer); and (ii) Parcel 3 and Parcel 4 (which were errantly included in Exhibit A) are removed from said Exhibit A and not included in this transaction (and shall not be conveyed to Buyer).
- 3. <u>Default</u>. Buyer acknowledges and agrees that Seller is not in default under the Contract and that no event has occurred or failed to occur that with the passage of time and/or the giving of notice could constitute such a default.
- 4. <u>Miscellaneous</u>. This Amendment shall be binding upon and inure to the benefit of the successors and assigns to the parties. Except as expressly modified in this Amendment, the Contract is unmodified and ratified and confirmed, and remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall prevail. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and all of which taken together shall constitute one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date and year first written above.

### SELLER

RL REGI FLORIDA, LLC, a Florida limited liability company

RL REGI Financial, LLC, a Florida limited By: liability company, its sole member

> By: Anthony Seijas Name: Vice President Title:

### BUYER

**ESCAMBIA** COUNTY, FLORIDA, POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: Name: Gene M. Valentino Chairman Title:

ATTEST:

Pam Childers

Clerk of Circuit Court

Deputy Clerk

(SEAL)

his document approved as to form and legal sufficiency.

Title

Date

54

# AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

# (Commercial Property)

SELLER:	RL REGI FLORIDA, LLC
BUYER:	ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS
EFFECTIVE DATE:	, 2013
PROPERTY TYPE:	<ul> <li>Multi-Family</li> <li>Retail</li> <li>Industrial</li> <li>Hospitality / Hotel / Resort</li> <li>X ] Raw or Partially Developed Land</li> <li>Other:</li> </ul>
PROPERTY ADDRESS:	Approximately 33.8 acres located in Escambia County, Florida more particularly described on the attached <b>Exhibit A</b>

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# **EXHIBITS** [CHECK AS APPROPRIATE]

[✓]	Α	LEGAL DESCRIPTION
[ <b>✓</b> ]	В	NOTICE OF TERMINATION
[✓]	C	DEED
[✓]	D	AFFIDAVIT
	Е	BILL OF SALE
	F	ASSIGNMENT AND ASSUMPTION AGREEMENT
	G	NOTICE TO TENANT
[ ]	Η	NOTICE TO SERVICE CONTRACTOR

# **SCHEDULES**

- 1. ADDITIONAL DEFINITIONS
- 2. PROPERTY SPECIFIC PROVISIONS
- 3. STATE SPECIFIC PROVISIONS
- 4. BUYER'S INSURANCE GUIDELINES

### **AGREEMENT FOR SALE AND PURCHASE OF PROPERTY**

RL REGI FLORIDA, LLC, a Florida limited liability company ("Seller"), and ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS ("Buyer"), hereby agree as of the Effective Date that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the price herein set forth, the Property, as such term is defined in Article I of this Agreement.

# ARTICLE I DEFINED TERMS

1.1 meanir		Definitions. As used herein, the following terms shall have the following
	(a)	"Closing Date" shall mean [check appropriate box]:
	[ ]	2:00 P.M. Eastern time on the day of, 201; or
	[X]	the 30th day after the Feasibility Date.
	(b)	Intentionally Omitted.
	(c)	"Disclosed Seller Broker": N/A
	(d)	"Disclosed Buyer Broker": N/A
	(e)	"Escrow Agent" shall mean [check appropriate box]:
Attenti mail A	[ ] on: ddress:	, having an address of;, Telephone Number, Facsimile Number, E; or
	[ X ]	the Title Company identified below.
	(f)	"Feasibility Date" shall mean 5:00 p.m. Eastern time on [check appropriate box]:
	[ ]	the, 201; or
	[ X ]	the 30th day after the Effective Date.
	(g)	"Purchase Price" shall mean \$1,235,000.00.
Reyes;	Teleph	"Title Company" shall mean North American National Title Solutions, with its at 700 NW 107 Avenue, Suite 300, Miami, FL 33172; Contact Person – Irma one Number (305) 229-6500 ext. 6011; Facsimile Number (877) 678-2057; Email s@nants.com.

1.2 <u>Other Defined Terms</u>. Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein, including as set forth in **Schedule 1** attached hereto.

# ARTICLE II CONDITION OF PROPERTY

- 2.1 <u>Information Regarding Property</u>. Seller has provided and may in the future provide to Buyer and/or Buyer's agents and consultants documents and information pertaining to the Property. All of such information and documentation is provided simply as an accommodation to Buyer, and Seller makes no representations as to their accuracy or completeness. Buyer understands that some of the foregoing documents were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Buyer any of Seller's internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.
- 2.2 Due Diligence and Right to Cancel. Buyer's obligations hereunder are expressly subject to Buyer's approval of the Property in all respects, including, but not limited to, economic feasibility, financing, zoning, the local government comprehensive plan, redevelopment potential, structural components of any improvements, governmental restrictions and requirements, availability of utilities, concurrency issues, physical condition, subsoil conditions, environmental matters, and such other matters as may be of concern to Buyer. Buyer shall have until the Feasibility Date in which to determine whether the Property is acceptable to Buyer, in its sole discretion, in all respects. If Buyer finds the Property to be unacceptable and elects not to proceed with the transaction contemplated hereby, Buyer shall, on or before the Feasibility Date, give written notice of termination to Seller in the form attached hereto as Exhibit B (the "Termination Notice"), signed by Buyer. Concurrently with such Termination Notice, Buyer shall deliver to Seller originals or copies of all Due Diligence Reports. Conditioned upon Seller's timely receipt of the Termination Notice and originals or copies of the Due Diligence Reports, neither party shall have any further rights or obligations hereunder, except, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination. If Buyer does not timely deliver the Termination Notice and originals or copies of the Due Diligence Reports prior to or on the Feasibility Date, this Agreement shall remain in full force and effect.
- Access. Until the Feasibility Date (and thereafter if this Agreement is not terminated), Buyer and Buyer's agents and Outside Contractors shall be entitled to enter upon the Property at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, however, Buyer agrees not to cause any damage or make any physical changes to the Property or interfere with the rights of Tenants or others who may have a legal right to use or occupy the Property. Seller or its representative shall have the right to be present to observe any testing or other inspection performed on the Property (and Buyer shall provide Seller with reasonable advance notice of all testing and inspections to be performed on the Property). Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing.

- (a) Seller acknowledges that Buyer is self-insured and does not maintain separate commercial general liability insurance.
- (b) Buyer's agents and Outside Contractors (which shall not include agencies, departments, divisions or employees of Buyer) shall maintain at all times during their entry upon the Property, insurance in accordance with Buyer's insurance guidelines set forth in **Schedule 4** attached hereto. Each policy of insurance shall name Seller as an additional insured party, with such coverage being primary whether or not the Seller holds other policies of insurance. Buyer's agents and/or Outside Contractors shall deliver a certificate issued by the insurance carrier of each such policy to Seller prior to entry upon the Property.
- Restoration and Other Obligations. Buyer, as a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, acknowledges that it shall be responsible for its negligent or wrongful acts or omissions, and those of its officials, employees, and agents, and that its shall promptly reimburse Seller for its damages, liabilities, claims, or losses to the extent that these are caused by its negligent or wrongful acts or omissions arising out of or related to Buyer's inspection, examination and inquiry of or on the Property. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes. The provisions of this Section shall survive the Closing or termination of this Agreement.
- 2.5 <u>Buyer's Obligations with Respect to Inspections</u>. If Buyer or its agents, employees or Outside Contractors take any sample from the Property in connection with any testing, Buyer shall, upon the request of Seller, provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Buyer shall restore the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Property, but in no event later than ten (10) days after the damage occurs. Buyer shall promptly pay for all inspections upon the rendering of statements therefor. Buyer shall not suffer or permit the filing of any liens against the Property and if any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall (a) deliver all of the Due Diligence Reports to Seller at no cost to Seller; and (b) remain obligated with respect to the other obligations contained in this Agreement. The provisions of this Section shall survive the Closing or termination of this Agreement.
- 2.6 <u>Condition of the Property</u>. If this Agreement is not terminated pursuant to Section 2.2 above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property in all respects. The following provisions shall thereupon be applicable and shall survive the Closing or termination of this Agreement:
- (a) Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement: (i) Buyer is expressly purchasing

the Property in its existing condition "AS IS, WHERE IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions and defects; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Buyer has undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Without limiting the generality of any of the foregoing, Buyer specifically acknowledges that Seller does not represent or in any way warrant the accuracy of any marketing information or pamphlets listing or describing the Property or the information, if any, provided by Seller to Buyer; and

- SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO: THE PROPERTY OR ITS CONSTRUCTION; DEFECTS CAUSED BY ACTS OF THE ORIGINAL SELLER, DEVELOPER, OR BUILDER OF THE PROPERTY, OR ANY SUPPLIER, CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN; DEFECTS PERTAINING TO STRUCTURAL ELEMENTS, SYSTEMS, EQUIPMENT, APPLIANCES, UTILITIES, OR FIXTURES RELATED TO THE PROPERTY; TAX LIABILITIES; ZONING; LAND VALUE; AVAILABILITY OF ACCESS OR UTILITIES; INGRESS OR EGRESS; GOVERNMENTAL APPROVALS; OR THE SOIL CONDITIONS OF THE REAL PROPERTY, REGARDLESS OF WHETHER SUCH CONDITIONS CURRENTLY EXIST OR EMERGE OVER TIME. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS OR SELLER GROUP WITH RESPECT TO THE LAND OR PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT; and
- (c) FURTHER AND WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE REAL PROPERTY (OR ANY PARCEL IN

PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THIS AGREEMENT AND THE DEED, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS. FURTHERMORE, BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHTS TO SUE ANY OF THE SELLER GROUP AND OF BUYER'S RIGHT TO CAUSE ANY OF THE SELLER GROUP TO BE JOINED IN AN ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO FEDERAL "CERCLA", "RCRA", AND "SARA" ACTS.

Maintenance of Property. Except as Buyer may otherwise consent in writing, until the Closing Date, unless this Agreement is sooner terminated, Seller shall: (i) carry on the business of the Property in the ordinary course and in a manner consistent with Seller's prior practices (including enter into new Leases or renewals or amendments of existing Leases); (ii) maintain the Property in its present condition and repair, ordinary wear and tear excepted and subject to the terms of **Section 12.2** hereof; (iii) maintain the existing insurance policies (if any) for the Property (and any replacements thereof) in full force and effect; (iv) not sell, transfer, encumber, mortgage or place any lien upon the Property or in any way create or consent to the creation of any title condition affecting the Property; and (v) not enter into any new Service Contracts unless they are cancelable upon thirty (30) days or less notice.

# ARTICLE III PURCHASE PRICE AND TERMS OF PAYMENT; CLOSING ADJUSTMENTS

- 3.1 <u>Purchase Price</u>. The total Purchase Price shall be the Purchase Price set forth in **Section** 1.1 of this Agreement.
- 3.2 <u>Deposit</u>. No deposit is required for this transaction.
- 3.3 Payment of Purchase Price. The Purchase Price, subject to the prorations and adjustments set forth in this Agreement, shall be paid (i) by Buyer to Seller by wire transfer to Title Company's account at the time of Closing, and (ii) by the Title Company to Seller by wire transfer to Seller's account immediately upon Closing. Neither Seller nor any entity related to Seller in any way or for which Seller acts as a conduit for financing has any obligation to finance Buyer's purchase of the Property. Wired funds must be received in the Title Company's account prior to noon Eastern time on the Closing Date.

- 3.4 <u>Closing Adjustments and Prorations</u>. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Such adjustments and prorations shall include the following:
- (a) Revenues and Expenses. Seller shall be entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the Prorations Date, and to the extent any revenues for the month of Closing are not collected prior to the Prorations Date, Seller shall be entitled to a credit for same at Closing. All revenues and expenses shall be prorated as of the Prorations Date. With respect to any delinquent rents or other delinquent revenue, Buyer shall use diligent and good faith efforts to collect the same after the Closing. All such collections of delinquent rents or other revenues in excess of the credit to Seller at Closing shall be remitted by Buyer to Seller promptly after receipt, but in any event not later than ten days after receipt. The foregoing shall not, however, prohibit or restrict Seller from attempting to collect in any lawful manner after the Closing any such delinquent rent or other delinquent revenue directly from the Tenant or other party owing such amounts. In any event the first monies collected from Tenants or other parties shall be applied to the rents and other revenues delinquent as of the Closing Date until the delinquency has been cured and such collections shall be remitted to Seller in accordance with the provisions hereof. The provisions of this Section shall survive Closing.
- (b) Lease Prepayments and Security Deposits. Buyer shall receive credits against the Purchase Price at Closing for any unforfeited Security Deposits and any other money, together with any earned interest, in Seller's actual possession for the account of Tenants, including, all rental, utility, key, damage, and other deposits, and any prepaid rents paid to Seller by the Tenants; provided, however, that at Seller's option in the event that the Security Deposits are in a segregated account, Seller may transfer the account to Buyer in lieu of prorating such Security Deposits. Because Seller may have obtained title via foreclosure or deed in lieu of foreclosure (or from a lender which have obtained title via foreclosure or deed in lieu of foreclosure), Seller may not have obtained (or obtained credit for) Security Deposits as described in any Leases of the Property. In such event, Buyer will not obtain a credit for such Security Deposits against the Purchase Price.
- (c) <u>Taxes and Assessments; Pending and Certified Liens</u>. Taxes and assessments for the year of Closing shall be prorated as of the Prorations Date based upon the amount of such taxes for the year of Closing, if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, if any, for the preceding year. If any tax proration shall be based upon the amount of taxes for the year preceding the year of Closing, such taxes shall not be reprorated after the tax bills for the year of Closing are received.
- (i) The parties acknowledge and agree that Buyer, as a political subdivision of the State of Florida, is exempt from the payment of real estate taxes and assessments. In accordance with the provisions of Section 196.295, Florida Statutes, at Closing Seller shall place in escrow with the Escambia County Tax Collector an amount equal to the ad valorem taxes due for the year of Closing prorated as of the Prorations Date. Such amount shall be used to pay any ad valorem taxes due for the year of Closing and the remainder of the taxes which would

otherwise have been due for the year of Closing shall stand canceled in accordance with the provisions of Section 196.295, Florida Statutes.

- (ii) Other assessments not included on the regular property tax bills, license fees for transferred licenses, and state or municipal fees and taxes for the Property for the applicable fiscal period during which Closing takes place shall be adjusted as of the Prorations Date on the basis of the most recent ascertainable assessments and rates, and shall be re-prorated as necessary pursuant to **subparagraph** (f) below.
- (d) Utility Charges. Electric, water, sewer, gas, fuel, waste collection and removal and other utility and operating expenses relating to the Property shall be prorated as of the Prorations Date. It shall be assumed that the utility charges were incurred uniformly during the billing period in which the Closing occurs. If bills for the applicable period are unavailable, the amounts of such charges will be estimated based upon the latest known bills. Notwithstanding the foregoing, to the extent possible: (i) Seller and Buyer shall request the utility companies to read the meters as of the Prorations Date; (ii) Seller shall be responsible for all such utility charges incurred through the Prorations Date; (iii) Buyer shall make application to the various companies for the continuation of such services and the establishment of the required accounts in the name of Buyer effective from and after the Prorations Date; (iv) all prepaid deposits for utilities shall be refunded to Seller at or promptly after the time of Closing by the utility companies; and (v) it shall be Buyer's responsibility to make any utility deposits required for the continuation of such services from and after the Prorations Date; provided, however, that if any utility company keeps Seller's deposit (and transfers said deposit to Buyer), Seller shall receive a credit in the amount of the utility deposit at Closing.
- (e) <u>Other Prorations</u>. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.
- (f) Reproration and Post-Closing Adjustments. In the event that any adjustments or prorations (other than real estate taxes) cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, the parties hereto agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omission or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing.
- 3.5 <u>Costs and Expenses</u>. Buyer shall pay all settlement/closing fees (not to exceed \$595.00), all costs of recording, the title insurance premium for any title insurance policy and endorsements requested or required by Buyer, the costs of any survey or survey update obtained by Buyer, the cost of obtaining the Title Commitment, and the costs of all lien searches and other due diligence expenses in connection with the issuance of a title insurance policy. Seller shall pay for all documentary stamp, transfer and similar taxes in connection with the recording of the

Deed. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive the Closing.

## ARTICLE IV TITLE

- 4.1 Evidence of and Encumbrances upon Title. [X] Buyer [] Seller [check appropriate box] shall order a Title Commitment within five (5) Business Days of the Effective Date, and upon receipt thereof shall promptly deliver a copy of the Title Commitment to the other party. The Title Commitment shall be the basis upon which Buyer reviews the status of title to the Real Property. Buyer may deliver to Seller written objections to exceptions contained in the Title Commitment on or before the fifth (5th) Business Day prior to the Feasibility Date; provided, however, the following shall be deemed "Acceptable Encumbrances" and Buyer shall not have the right to object to Acceptable Encumbrances:
- (a) Real property taxes and assessments for the year in which the sale and purchase shall be closed, which shall be prorated as provided for herein;
  - (b) The standard printed exceptions contained in owner's title insurance policies;
  - (c) Zoning and other regulatory laws and ordinances affecting the Property;
  - (d) Conditions, easements and restrictions of record;
  - (e) Any other matters of record that do not render title unmarketable; and
- (f) Any matters that are approved in writing by Buyer or deemed approved by Buyer in accordance with this Agreement or that are caused or permitted by Buyer.

If Buyer timely delivers a written objection (a "Title Objection") to any item (other than an Acceptable Encumbrance), then Seller shall have the right - but not the obligation - to use commercially reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of sixty (60) days after receipt of the Title Objection (the "Title Cure Period") in which to do so (and if necessary the Closing Date shall be extended accordingly). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. If Seller shall be unwilling or unable to remove, discharge or correct such other liens, encumbrances or objections within such Title Cure Period, then Buyer may, at its option, no later than fifteen (15) days after Seller notifies Buyer of Seller's unwillingness or inability, either terminate this Agreement by delivering written notice of such election to Seller, or accept title in its then existing condition without reduction of the Purchase Price. If Buyer shall elect to terminate this Agreement pursuant to this Section, Buyer shall execute the Termination Notice and shall deliver the executed Termination Notice and the Due Diligence Reports to Seller, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated with respect to the obligations of this Agreement which specifically survive termination. If (i) Buyer fails timely to give written notice of any Title Objection to Seller, or (ii) Buyer fails to give the Termination Notice within fifteen

- (15) days after Seller notifies Buyer of Seller's unwillingness or inability to cure any Title Objection (if applicable), all matters reflected on the Title Commitment shall be deemed to be Acceptable Encumbrances.
- 4.2 <u>Survey</u>. Prior to the Feasibility Date, Buyer may cause a survey of the Real Property to be prepared or updated at Buyer's sole cost and expense, and have a copy of same delivered to Seller. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller and the Title Company. If any encroachments or other matters not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller within the same time frame for providing Title Objections, in which case any such encroachment or other matter shall be treated in the same manner as a title defect pursuant to **Section 4.1** above. If, however, Buyer fails to obtain a survey or update or if Buyer obtains a survey or update but fails timely to give written notice of objection, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.
- 4.3 <u>Updated Title Commitment</u>. On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Title Commitment. If the updated Title Commitment contains exceptions that do not constitute Acceptable Encumbrances, Buyer may deliver written objection thereto prior to Closing. If Buyer timely and properly files written objection to any such other item, then same shall be treated in the same manner as a title defect pursuant to **Section 4.1** above. If the updated Title Commitment contains no exceptions other than those reflected on the Title Commitment and other Acceptable Encumbrances, or if Buyer fails to give written notice of objection to Seller prior to Closing, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

# ARTICLE V ESCROW AND CLOSING

- 5.1 <u>Escrow Instructions</u>. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent and/or the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.
- 5.2 <u>Time and Place</u>. Closing shall take place on the Closing Date or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Title Company on or prior to the Closing Date; provided, however, that pursuant to **Sections 4.1 and 4.3**, Seller, at Seller's option, may extend the Closing Date for purposes of curing objections to the status of title that were timely and properly raised by Buyer. Buyer acknowledges that Seller may at Seller's option use closing proceeds to satisfy any mortgage or lien on the Property.

- 5.3 <u>Seller's Deposit of Documents</u>. At or before Closing, Seller shall prepare, and deposit or cause to be deposited into escrow with the Title Company the following items (which shall be in the form(s) attached as Exhibits, if such Exhibits are attached; and if not, in form sufficient to convey title to the Property and for the Title Company to delete the requirements of the Title Commitment, in accordance with the requirements of this Agreement):
- (a) an executed Deed with respect to the Land, in the form of **Exhibit C** hereto (if attached), together with any State, County and local transfer tax declarations and forms required to be executed by Seller;
  - (b) an executed Affidavit in the form of **Exhibit D** hereto (if attached);
- (c) an executed Bill of Sale (without warranties) with respect to the Personal Property, if any, in the form of **Exhibit E** hereto (if attached);
- (d) two counterparts of an executed Assignment and Assumption Agreement with respect to the Intangible Property in the form of **Exhibit F** hereto (if attached), together with originals or copies of any Leases, Service Contracts and Permits, to the extent in Seller's possession (which such Leases, Service Contracts and Permits shall be delivered at Seller's property manager's office);
- (e) a form letter executed by Seller to advise all Tenants under Leases in the form of **Exhibit G** hereto (if attached), and a form letter executed by Seller to advise all contractors under Service Contracts, if any, in the form of **Exhibit H** hereto (if attached), of the sale to Buyer;
- (f) an executed Buyer Seller Closing Statement reflecting all financial aspects of the transaction;
- (g) as appropriate, all plans, specifications, permits, licenses and keys in Seller's actual possession with respect to the Property (which shall be delivered at Seller's property manager's office); and
- (h) an executed Certificate of a senior officer of the sole member of Seller (or such sole member's manager), certifying as to the authority of Seller, its sole member (and, as appropriate, its manager), and as to the signatory of the Closing documents.
- 5.4 <u>Buyer's Deposit of Documents</u>. At or before Closing Buyer shall deposit or cause to be deposited into escrow the following:
  - (a) cash to close in the amount required by Section 3.2;
- (b) any State, County and local transfer tax declarations and forms required to be executed by Buyer;
- (c) two counterparts of an executed Assignment and Assumption Agreement (if the appropriate box is checked);

- (d) an executed Buyer Seller Closing Statement; and
- (e) evidence reasonably satisfactory to Seller and the Title Company reflecting that all documents executed by Buyer at Closing were duly authorized and executed, and such other documentation as may be required by the Title Company in order to insure title to the Property.
- 5.5 Other Documents. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Title Company is hereby designated as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Title Company shall confirm its status as the "Reporting Person" in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.
- 5.6 <u>Possession</u>. Possession of the Property, subject to the Leases (if any), shall be surrendered to Buyer at the Closing.

# ARTICLE VI ENVIRONMENTAL MATTERS

Release. Without limiting the provisions of Section 2.6, Buyer acknowledges that Seller is not in any manner responsible to Buyer for the presence of any Hazardous Materials at, on, in, under or relating to the Property, if any. Buyer hereby specifically releases the Seller Group from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestoscontaining materials at the Property. Each covenant, agreement, representation, and warranty of Buyer contained in this Section 6.1 of this Agreement shall survive the Closing or termination of this Agreement.

### 6.2 <u>Intentionally Omitted.</u>

6.3 Confidentiality of Hazardous Materials Reports. Except as required by Chapter 119, Florida Statutes (the Florida Public Records Act), unless and until the Closing actually occurs, Buyer, its agents, consultants and employees shall keep confidential all Hazardous Materials Reports and other information, received or completed by Buyer in Buyer's independent factual, physical and legal examinations and inquiries of the Property, except that: (a) Buyer shall promptly after receipt provide Seller with a list of all Hazardous Materials Reports and other information, received or completed by Buyer and, upon (and only upon) Seller's request will promptly deliver copies thereof to Seller; and (b) Buyer may disclose same to its consultants if Buyer first obtains the agreement in writing of such consultants to keep such Hazardous Materials Reports and related documentation confidential. Unless and until the Closing actually

occurs, neither the contents nor the results of any test, report, analysis, opinion or other information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval, except as provided above. Furthermore, Buyer shall not disclose to Seller the contents or results of any Hazardous Materials Reports unless and until such time as Seller has requested copies of such Hazardous Materials Reports in writing. The provisions of this **Section 6.3** shall survive the termination of this Agreement.

## ARTICLE VII WARRANTIES AND REPRESENTATIONS

- Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) Buyer is the type of entity set forth in the preamble to this Agreement, duly organized and in good standing under the laws of the state of its organization and is qualified to do business in the State; (c) all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out Buyer's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Buyer; and (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other Agreement to which Buyer may be a party or by which Buyer may be bound. The provisions of this Section shall survive the Closing.
- 7.2 <u>Seller's Warranties and Representations</u>. Seller warrants and represents that: (a) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) Seller is a limited liability company duly organized and in good standing under the laws of its state of formation; (c) all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; and (d) this Agreement has been duly authorized, executed and delivered by Seller. The provisions of this Section shall survive the Closing.

## ARTICLE VIII ASSIGNMENT

Buyer's reputation, experience, and financial status constitute a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever; except, however, that Buyer shall have the right to assign this Agreement, without Seller's consent, to an entity owned and controlled by Buyer or those that directly hold the ownership interests in Buyer; provided, however, any such assignment shall be binding on Seller only to the extent Buyer provides Seller with written intent to so assign, specifically naming the assignee and providing the signature block for the assignee, no later than ten (10) Business Days prior to Closing. If Buyer assigns this Agreement pursuant to the terms hereof: (a) the assignee shall be liable (jointly and severally with assignor) for all of Buyer's obligations hereunder; (b) the assignor (i.e., the original Buyer hereunder) shall remain obligated (but jointly and severally with assignee) with respect to all of Buyer's obligations

hereunder; and (c) the assignor and any assignee shall execute such instruments of assignment and assumption in such form as Seller may require in confirmation of the provisions hereof.

# ARTICLE IX BROKERAGE

Each of Buyer and Seller represents and warrants to the other that it has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction and that it has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. In the event Seller suffers any damages, liabilities, claims or losses, or is named in any suit, action or proceeding resulting from, arising from, or occasioned in whole or in part by a breach of the representation and warranty made by Buyer herein, Buyer acknowledges and agrees that Buyer shall be responsible for any such damages, liabilities, claims or losses suffered by Seller and shall reimburse Seller promptly upon demand for all reasonable costs and expenses so incurred by Seller. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes. The provisions of this Article shall survive the Closing and termination of this Agreement.

# ARTICLE X DEFAULT

- 10.1 <u>Buyer's Default</u>. If Buyer shall fail to close the transaction contemplated hereby as and when required or if Buyer shall otherwise be in default of its obligations hereunder prior to Closing, or if subsequent to Closing Buyer shall fail to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and remedies provided herein, shall be entitled to any and all remedies available at law or in equity excluding, however, specific performance.
- Seller's Default. If this transaction shall not be closed because of default of Seller, this Agreement shall be terminated and neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated pursuant to the provisions hereof which survive termination; or Buyer shall have the right to sue for specific performance of this Agreement, provided that such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement, including without limitation Buyer's obligation to deliver sufficient proof to the Title Company and Seller that Buyer is ready, willing and able to close this transaction. The option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to damages. In the event Seller suffers any damages, liabilities, claims, losses or other costs and expenses of any and every kind whatsoever (collectively the "Losses") as a result of or arising out of Buyer wrongfully seeking, commencing and/or prosecuting a specific performance action against Seller or in any way wrongfully filing a lis pendens or similar action against the Property (which Losses shall include without limitation any amounts which would otherwise have been realized by Seller had Seller been able to sell, transfer or convey the Property to any other buyer free of any such specific performance, lis pendens or other similar action), Buyer acknowledges and

agrees that Buyer shall be responsible for any such damages, liabilities, claims or losses suffered by Seller. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes.

10.3 <u>No Obligation of Seller after Closing</u>. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property that survive the Closing, except as specifically set forth herein. The provisions of this Section shall survive the Closing.

#### ARTICLE XI NO JOINT VENTURE

Buyer acknowledges and agrees that neither Seller nor any other member of the Seller Group is a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller and Seller Group bear and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive the Closing.

### ARTICLE XII MISCELLANEOUS

- 12.1 Intentionally Omitted.
- 12.2 <u>Risk of Loss</u>. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property after the Effective Date or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property after the Effective Date.
- (a) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of all or any portion of the Property which would materially interfere with the present use of such Property, then, in such event, Buyer shall have the right to terminate this Agreement by giving written notice to Seller in the form of the Termination Notice, together with copies or originals of all Due Diligence Reports, within ten (10) days after Buyer has received notice from Seller or otherwise learns of that event.
- (i) Upon such termination and delivery of copies or originals of all Due Diligence Reports, neither party shall have any further rights or obligations hereunder; provided, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination.
- (ii) If Buyer does not timely terminate this Agreement, then the Closing shall take place as provided herein and, at Closing, Seller shall assign to Buyer all interest of Seller in and to the insurance proceeds or condemnation awards payable to Seller on account of that event, less any expenses reasonably incurred by Seller before and/or after the Closing in processing and resolving the claim with the insurance company, including but not limited to reasonable attorneys' fees and costs (collectively, the "Net Proceeds"). At Closing, Seller shall receive a

credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event. Notwithstanding the foregoing, in the event that the amount of Net Proceeds exceeds the Purchase Price, Buyer shall only be entitled to a share of the Net Proceeds (the "Buyer's Proceeds") equal to the Purchase Price and Seller shall receive the balance of the Net Proceeds which exceed the Purchase Price (the "Excess Proceeds"); i.e., the term "Buyer's Proceeds" shall mean the lesser of the Net Proceeds and the Purchase Price.

- (b) If after the Effective Date and prior to Closing there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost less than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of a portion of the Property which would not materially interfere with the present use of the Property, then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.
- (c) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than fifty percent (50%) of the Purchase Price to repair, then, in such event, Seller shall have the right to terminate this Agreement by written notice thereof delivered to Buyer within ten (10) days after that event, together with an executed Termination Notice and the Due Diligence Reports. In such event, neither party shall have any further rights or obligations hereunder; provided, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination. If Seller does not timely terminate this Agreement, then (provided that Buyer has not terminated this Agreement as provided for in this Section), the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.
- (d) Regardless of whether any of the Net Proceeds in connection with a casualty to the Property are assigned to Buyer at Closing in accordance with this Section 12.2, Seller shall retain the exclusive right to process and handle the claim with Seller's insurance company. Seller and Buyer agree to use good faith efforts to cooperate with each other in resolving any insurance claim, including as to the amount of the Net Proceeds, including, without limitation, promptly providing any and all materials requested by the insurance company and promptly responding to any and all inquiries from the insurance company. Seller shall not have the right to agree to the amount of Net Proceeds with the insurance company without the prior written consent of Buyer (which shall not be unreasonably withheld), unless the Net Proceeds are reasonably expected to equal or exceed the Purchase Price (in which case Seller shall have the right to negotiate and agree with the insurance company by itself, in its sole discretion). Upon payment by the insurance company on or after Closing, the Buyer's Proceeds shall be disbursed to Buyer and the Excess Proceeds, if any, shall be disbursed to Seller. Seller makes no representation or warranty with respect to the amount of the Net Proceeds that will be available from the insurance company in connection with any such casualty, including, without limitation,

whether Buyer will be entitled to the actual cash value or the replacement cost of the Property. The provisions of this paragraph shall survive the Closing.

- 12.3 <u>Construction</u>. The terms "**Seller**" and "**Buyer**" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "**including**" as used herein shall in all instances mean "**including**, **but not limited to**". The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.
- 12.4 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, but having attached to it one or more additional signature pages. Electronically transmitted signatures on this Agreement, any amendment thereto, and on any notice given pursuant to it shall be effective as originals.
- 12.5 <u>Severability and Waiver</u>. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this Section shall survive the Closing.
- 12.6 <u>Governing Law</u>. The laws of the State (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.
- 12.7 <u>Further Acts</u>. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.
- 12.8 <u>Notices</u>. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by facsimile or other electronic

transmission, upon delivery (but only so long as a copy of the notice is also sent by another method provided for in this **Section 12.8**); (c) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; or (d) whether actually received or not, two (2) Business Days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER:

RL REGI FLORIDA, LLC

c/o Rialto Capital Advisors, LLC

790 NW 107th Avenue

Suite 400

Miami FL 33172

Attention: Kevin Borkenhagen Telephone No. 305-229-6562 Facsimile No. 305-485-2724

E-mail Address:

kevin.borkenhagen@rialtocapital.com

WITH A COPY TO:

Bilzin Sumberg Baena Price & Axelrod LLP

1450 Brickell Avenue, 23rd Floor

Miami, Florida 33131

Attention: Jon Chassen, Esq. Telephone No. 305-350-7270 Facsimile No. 305-351-2270

E-mail Address: jchassen@bilzin.com

TO BUYER:

Escambia County, Board of County Commissioners

3363 West Park Place Pensacola, Florida 32505 Attn: Larry Goodwin

Telephone No. 850-595-3426

Facsimile No.

E-mail Address: LWGOODWI@co.escambia.fl.us

WITH A COPY TO:

Escambia County Attorney's Office

221 Palafox Place, Suite 430

Pensacola, FL 32502 Attn: Stephen West, Esq. Telephone No. (850) 595-4970

Facsimile No.

E-mail Address: sgwest@co.escambia.fl.us

12.9 Entire Agreement; Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated

- orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.
- 12.10 <u>Recording</u>. This Agreement shall not be recorded in the official records of Escambia County and Buyer agrees that recording same in the official records of Escambia County constitutes a default by Buyer; provided, however, that nothing herein shall prohibit the Clerk of Escambia County from recording this Agreement in the minutes of the meetings of the Board of County Commissioners.
- 12.11 Exhibits and Schedules. The Exhibits and Schedules that are referenced in and/or attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.
- 12.12 <u>Time of the Essence</u>. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.
- 12.13 <u>No Third Party Beneficiary</u>. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.
- 12.14 <u>Back-Up Contract(s)</u>. Buyer understands that Seller may negotiate with other parties and may enter into one or more back-up contracts for the sale of the Property. Any back-up contract will be subject and subordinate to this Agreement so long as this Agreement is in full force and effect and Buyer is not in default hereunder.
- 12.15 Requisite Senior Management Approval. Prior to execution and delivery of this Agreement by Seller, this Agreement is subject to approval by Seller's senior management. Neither the submission of any proposal or this Agreement for examination to Buyer, nor any correspondence or course of dealing between Buyer and Seller shall constitute a reservation of or option for the Property or in any manner bind Seller. No contract or obligation on the part of Seller shall arise until this Agreement is approved by Seller's senior management and fully executed and unconditionally delivered by Seller. If, however, Seller executes and returns this Agreement to Buyer, the requirement for Senior Management Approval shall be deemed satisfied.
- 12.16 <u>Limitation on Liability</u>. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, trustees, partners, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this paragraph shall apply equally and inure to the benefit of Seller's present and future officers, directors, trustees, shareholders, agents and employees, and their respective heirs, successors and assigns.

- 12.17 <u>Mold Disclosure</u>. Mold and/or other microscopic organisms can be found almost anywhere. They occur naturally in the environment and can grow on virtually any organic substance as long as moisture and oxygen are present. Mold and/or other microscopic organisms may cause property damage and/or health problems. Buyer acknowledges and agrees that Seller shall not be responsible for any damages, liabilities, claims or losses arising out of or relating to mold and/or other microscopic organisms at the Property including but not limited to property damages, personal injury, adverse health effects, loss of income, emotional distress, death, loss of use or loss of value and Buyer hereby releases Seller from the same. Buyer hereby acknowledges that it has read and understood this disclosure and release and agrees to the provisions contained herein. The provisions of this Section shall survive the Closing or termination of this Agreement.
- 12.18 Prohibited Persons. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but limited **OFAC** website. not to. the http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person"). Buyer covenants and agrees that neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Agreement.

# ARTICLE XIII INTENTIONALLY OMITTED

# ARTICLE XIV LITIGATION

14.1 <u>Attorneys' Fees; Jurisdiction; Venue</u>. In the event of any litigation arising out of or under this Agreement and/or out of Buyer's ownership, development or construction upon the Property,

each party shall bear its own attorneys' fees and costs, including at all appellate levels and in any bankruptcy proceeding. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the State and the United States District Courts located in the State in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the County. The provisions of this Section shall survive the Closing.

14.2 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

Signed, sealed and delivered in the presence of:

Signature Print Name:

Signature: Print Name: Jonathan

Signature: Print Name:

Signature: Print Name: SELLER

RL REGI FLORIDA, LLC, a Florida limited liability company

> By: RL REGI Financial, LLC, a Florida limited liability company, its sole member

> > By: Name:

Title: Vice Resident

BUYER

**ESCAMBIA** COUNTY. FLORIDA, POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: Name

Gene M/Valentino, Chairman

Title

ATTEST: PAM CHILDERS

CLERK OF THE CIRCUIT COURT

RAMAN A CO., FL.

BCC Approved Olo-10-2013

This document approved as to form and legal sufficiency.

By

Title

Date

## EXECUTION BY ESCROW AGENT

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of this Agreement.

North American National Title Solutions

		By: Name: Title:	
Date:	, 2013		

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

#### Parcel I:

GOVERNMENT LOT 1, LESS AND EXCEPT THE EAST 1980 FEET THEREOF, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCANDIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS.

ALL OF THAY PORTION OF GOVERNMENT LOT 4, LYING EAST OF THE CENTER OF THE CHANNEL OF HERON BAYOU, SECTION 18, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND KORTE OY THE MORE LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN THAT CERTAIN DEED FROM E.C. MAXMELL TO THE STATE OF FLORIDA DATED OCTUBER 10, 1945 AND RECORDED IN DEED BOOK 213, PAGE 287, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, PLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS.

A RIGHT OF WAY OVER AND ALONG THE SOUTH 15 FEET OF THE NORTH 660 FEET OF GOVERNMENT LOT 5, LYING WEST OF STATE ROAD NO. 298, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

A PERPETUAL NON-EXCLUSIVE EASEMENT OVER AND UPON THE NORTH 20 FEET OF THE SOUTH 50 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY IN ESCAMBIA COUNTY, FLORIDA: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 2 DEGREES 04 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 18 FOR A DISTANCE OF 1,827,13 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 870.08 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 288 (LILLIAM HIGHWAY 66 FOOT RIGHT OF WAY) FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 490.03 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 141.68 FEET TO THE POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 288, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3,320.36 FEET A DELTA ANGLE OF 8 DEGREES 37 MINUTES 30 SECONDS (A CHORD DISTANCE OF 499.36 FEET, A CHORD BEARING OF NORTH 29 DEGREES 11 MINUTES 21 SECONDS EAST); THENCE ALONG ARC OF SAID CURVE FOR A DISTANCE OF 499.85 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33 DEGREES 30 MINUTES 06 SECONDS EAST); THENCE ALONG ARC OF SAID CURVE FOR A DISTANCE OF 499.85 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33 DEGREES 30 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 88.59 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33 DEGREES 30 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 88.59 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33 DEGREES 30 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 88.59 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33 DEGREES 30 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 88.59 FEET TO THE POINT OF TANGENCY; ALL LYING AND BEING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST.

#### Parcel 2:

Commence at the Southeast corner of Section 16, Township 2 South, Range 31 West, Escambia County, Florida; thence North 2 degrees 04 minutes 00 seconds West along the East line of said Section 16 for a distance of 1827.13 feet; thence South 87 degrees 36 minutes 41 seconds West for a distance of 870.08 feet to the Westerly right of way line of State Road No. 298 (Lillian Highway 66 foot right of way) for the Point of Beginning; thence continue South 87 degrees 36 minutes 41 seconds West for a distance of 452.03 feet; thence South 1 degree 28 minutes 37 seconds East for a distance of 498.03 feet; thence North 87 degrees 37 minutes 06 seconds East for a distance of 445.68 feet to a point on the Westerly right of way line of said State Road No. 298, said point being on a curve concave to the Southeast having a radius of 3320.36 feet, a delta angle of 8 degrees 37 minutes 30 seconds (a chord distance of 499.36 feet, a chord bearing of North 29 degrees 11 minutes 21 seconds East); thence along the arc of said curve for a distance of 499.83 feet to the Folm of Tangency; thence North 33 degrees 30 minutes 06 , seconds East (or a distance of 89.59 feet to the Point of Beginning.

#### Parcel,3:

A parcel of land lying in Section 19, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Begin at the most Southeast comer of Emerald Shares Subdivision as recorded in Piat Book 15 at Page 87 of the public records of sold County; thence (the following 4 cells are along the South line of sold Emerald Shares Subdivision) North 46\*45'30" West for 205.01 feet (Piat Bearing and Distance North 48\*35'19" West ~ 208.00 feet); thence North 43\*14'33" East for 86.01 feet (Piat Bearing and Distance North 48\*21.00 feet); thence North 43\*14'33" East for 86.01 feet); thence North 62\*49'45" West or 221.01 feet (Piat Bearing and Distance North 48\*35'19" West ~ 221.00 feet); thence North 62\*49'46" Bearing and Distance North 48\*35'19" West ~ 221.00 feet); thence North 62\*49'46" West for 122.99 feet (Piat Bearing and Distance North 55\*39'45" West ~ 123.00 feet); thence continue (the following 2 colls are along the South the of Emerald Shares 3rd Addition Subdivision as recorded in Piat Book 17 or page 4 of sold County) North 62\*49'46" West for 40.44 feet (Piat Bearing and Distance North 65\*39'35". West or 587.01 feet (Piat Bearing and Distance North 89\*25'16" West ~ 587.00 feet) to the Southwest corner of sold Emerald Shares 3rd Addition Subdivision; thence South 02\*56'41" West for 503.49 feet to the Southerly right—of—way line of a County Rood (50' R/M) as recorded in Official Records Book 926 at page 196 of the public records of sold County; thence South 88\*28'57" West along sold right—of—way line for 354.12 feet; thence departing sold right—of—way line South 88\*35'28" East along sold South line for S62.11 feet to the West right—of—way line of Gulf Booch Highway ~ County Rood No. 292-A (65' R/W); thence North 43\*14'39" East along sold West right—of—way line for 1187.58 feet to the Point of Beginning. Containing 26.37 ocres, more or less.

#### LESS AND EXCEPT:

COMMENCE AT A 4"X 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP J SOUTH, RANGE 31 WEST, BECAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 86 DEGREES 35 MINUTES 34 SECONDS EAST (8 BF 35"34" E) ALONG THE SOUTH LINE OF SAID SECTION 19 A DISTANCE OF BOOLS FEET TO A CAPED IRON BOOL (8781) AND THE FUINT OF BEGINNING; THENCE GO NORTH 02 DEGREES 59 MINUTES 42 SECONDS EAST (N 02" 59" 42" E) A DISTANCE OF 400.00 FEET; THENCE GO SOUTH BE DEGREES 33 MINUTES 34 SECONDS EAST (8 BP 35" 34" E) A DISTANCE OF 400.00 FEET; THENCE GO SOUTH BE DEGREES 33 MINUTES 34 SECONDS WEST (8 BP 35" 44" "Y) A DISTANCE OF 400.00 FEET; THENCE GO SOUTH BE DEGREES 35 MINUTES 34 SECONDS EAST (8 BP 35" 34" E) PARALLEL TO SAID SOUTH SECTION LINE A DISTANCE OF JOAL 19 FEET TO THE NORTHWESTERLY RICHT-OF-WAY LINE OF CULF BEACH HICHWAY (C.R. NO. 392-A; 46 RAW); THENCE GO SOUTH 43 DEGREES 14 MINUTES 39 SECONDS WEST (8 41" 14" 19" N) ALONG SAID MORTHWESTERLY RICHT-OF-WAY A DISTANCE OF 65,12 FEET TO SAID SOUTH SECTION LINE; THENCE GO NORTH 66 DEGREES 34 MINUTES 39 SECONDS WEST (8 85" 15" 34" N) ALONG SAID MORTHWESTERLY RICHT-OF-WAY A DISTANCE OF 65,12 FEET TO SAID SOUTH SECTION LINE; THENCE GO NORTH 66 DEGREES 34 MINUTES 39 SECONDS WEST (8 85" 15" 34" N) ALONG SAID MORTHWESTERLY RICHT-OF-WAY A DISTANCE OF 65,12 FEET TO SAID SOUTH SECTION LINE; THENCE GO NORTH 66 DEGREES 34 MINUTES 39 SECONDS WEST (8 85" 15" 34" N) ALONG SAID BOUTH SECTION LINE A DESTRONCE OF SEL12 FEET TO THE POINT OF REGINNING. ALL LY/NG IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING JAZ ACRES, MORE OR LESS.

#### Parcel 4:

Commercial Parcel "A" and Commercial Parcel "B", Emerald Shores, a subdivision according to plat recorded in Plat Book 15, page 87 of the public records of Escambia County, Florida.

## **EXHIBIT B**

# NOTICE OF TERMINATION OF AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

("Buyer") hereby executes this Notice of Termination of Agreement for Sale and Purchase of Property (this "Notice of Termination") as of this day of, 201 (the "Termination Effective Date").
RECITALS
A. Buyer and
B. Pursuant to this Notice of Termination, Buyer desires to terminate the Contract in accordance with the terms thereof.
NOW, THEREFORE, pursuant to this Notice of Termination and in accordance with the terms of the Contract, Buyer hereby notifies Seller and agrees as follows:
1. As of the Termination Effective Date, the Contract is terminated and of no further force and effect. Neither Buyer nor Seller shall have any further rights or obligations thereunder; provided, however, and notwithstanding the foregoing, Buyer acknowledges and agrees that Buyer shall remain obligated with respect to any and all obligations that by the express terms of the Contract are intended to survive termination of the Contract.
2. Buyer warrants and represents that it has previously or simultaneously herewith delivered to Seller all Due Diligence Reports (as such term is defined in the Contract).
3. Buyer hereby acknowledges and agrees that it has no right, title, claim or interest in and to the Property.

IN WITNESS WHEREOF, the Buyer has caused this Notice of Termination to be executed as of the Termination Effective Date.

Signed, sealed and delivered in the presence of:					
		, a			<u>.</u>
Signature:					
Print Name:	_				
Signature:	By: Name:				
Print Name:	Title:				
STATE OF) , SS.					
COUNTY OF)					
The foregoing instrument was, 201_ by					
a has produce	, on behalf of	the	•	He	is
personally known to me or has produce	ed a driver's licens	se as identifica	tion.		
	Notary I	Public			
		me:			
	Serial N	o. (if any):			

## **EXHIBIT C**

This instrument prepared by: Jon Chassen, Esq. Bilzin Sumberg Baena Price & Axelrod LLP 1450 Brickell Avenue, 23<sup>rd</sup> Floor Miami, FL 33131

## **SPECIAL WARRANTY DEED**

THIS petween	INDENTURE, made effective as of the day of, 201, LLC ("Grantor"), whose address is c/o, in favor of ("Grantee"), whose		
adaress is _	and whose taxpayer identification :		
	WITNESSETH THAT:		
Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), awful money of the United States of America, to it in hand paid by Grantee, at or before the unsealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee and its successors and assigns forever, the parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of, State of, and more particularly described on the attached Exhibit A (the "Property").			
Subjec	et however, to:		
(a)	Real property taxes and assessments for the year and thereafter;		
(b)	Zoning and other regulatory laws and ordinances affecting the Property;		
(c)	Matters that would be disclosed by an accurate survey;		
(d)	Any plat affecting the Property; and		
(e)	Easements, rights of way, limitations, conditions, covenants, restrictions, and other matters of record.		

belonging or in any way appertaining.

TOGETHER with all singular the tenements, hereditaments and appurtenances thereunto

## TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of any persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:			
		, LLC, a	limited liability
	company		
	By:liability comp	oany, its sole member	limited
	By: limited	d liability company,	, a its manager
Signature:		By:	
Print Name:		Name: Title:	
Signature:Print Name:			
STATE OF FLORIDA )	SS.		
COUNTY OF MIAMI-DADE )			
The foregoing instrument was a	cknowledged befo	ore me this day	y of,
201_, by, asliability company, as manager of _	of _	, a	limited
liability company, as manager of _		, a	_ limited liability
company, the sole member of company, on behalf of the company. H		, LLC, a	limited liability
company, on behalf of the company. He driver's license as identification.	Ie is personall	y known to me or _	has produced a
	Notar	y Public	
		Name:	
		No (if any):	

## EXHIBIT D

## **AFFIDAVIT**

promptly instructs the Title Company to record the Deed and the Title Company promptly records the Deed).

6. Under penalties of perjury Affiant declares that he has examined this certification and to the best of his knowledge and belief it is true and complete.

## FURTHER AFFIANT SAITH NOT.

	liability company	a limited
	By:, liability company, its sole me	a limited
	By: limited liability comp	, a any, its manager
	By: Name: Title:	(SEAL)
STATE OF FLORIDA	) ) SS. )	
SWORN TO AND SUB	SCRIBED before me this day of _	, 201_, by
company, as manager ofi sole member ofi behalf of the company. Hei as identification.	SCRIBED before me this day of of, a limited, LLC, a limited s personally known to me or has pro	liability company, the liability company, on duced a driver's license
	Notary Public Print Name: Serial No. (if any):	

## **EXHIBIT E**

## **EXHIBIT F**

## EXHIBIT G

## $\underline{\mathbf{EXHIBIT}\;\mathbf{H}}$

#### **ADDITIONAL DEFINITIONS**

- (a) "Agreement" shall mean this Agreement for Sale and Purchase of Property, executed by both Seller and Buyer.
- (b) "Business Day" shall mean any day on which business is conducted by national banking institutions in Miami-Dade County, Florida.
- (c) "Closing" shall mean the execution and delivery of the Deed, the Bill of Sale and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price.
- (d) "Confidentiality Agreement" shall mean that certain Confidentiality Agreement, if any, concerning the Property executed by Buyer and delivered to Seller.
- (e) "County" shall mean the County located in the State in which the Property is located.
- (f) "**Deed**" shall mean the special warranty (or similar limited warranty) deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.
- (g) "Due Diligence Reports" shall mean all reports, documents, studies, analyses, and other written information delivered by Seller to Buyer or obtained by Buyer with respect to the Property, including results of physical inspections, engineering studies, engineering drawings and specifications, surveys, Hazardous Materials Reports, soil tests, site plans, feasibility studies, market studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether obtained from governmental authorities or third parties); and all other work product generated by or for Buyer in connection with the Property. However, the term Due Diligence Reports shall specifically exclude any Hazardous Materials Reports unless and until such time as Seller has requested delivery of same in writing pursuant to the provisions of Section 6.3 of the Agreement and such have in fact been delivered to Seller in connection with such request.
- (h) "Effective Date" shall mean the date set forth on the cover page of this Agreement.
- (i) "General Intangibles" shall mean any and all warranties, guaranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that relate to the Real Property or the Personal Property.
- (j) "Hazardous Materials" shall mean any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term "Hazardous Materials" includes, without limitation, any substance regulated under

any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.

- (k) "Hazardous Materials Reports" shall mean any and all studies, reports, analyses, information, or other written records regarding the presence or absence of Hazardous Materials at, on, in, under or relating to the Real Property.
- (l) "Intangible Property" shall mean, to the extent the same is transferable by Seller, Seller's interest in the Leases, the Service Contracts, the Permits, the General Intangibles and any and all rights to the name of the improvements upon the Real Property.
- (m) "Land" shall mean that certain parcel of real property located in the County and State, as more particularly described on the attached Exhibit A.
- (n) "Leases" shall mean any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments and renewals thereof).
- (o) "Outside Contractors" shall mean any and all contractors, subcontractors, vendors, surveyors, land planners, architects, engineers, suppliers, and/or consultants who are not agencies, departments, divisions or employees of Buyer.
- (p) "Permits" shall mean any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Property.
- (q) "Personal Property" shall mean all tangible personal property and fixtures owned by Seller and located on or attached to the Real Property. "Personal Property" does not include property owned by others such as Tenants under Leases or parties to Service Contracts.
- (r) "Property" shall mean collectively the Real Property, the Personal Property and the Intangible Property.
- (s) "Prorations Date" shall mean 12:01 a.m. local time (i.e., the time zone in which the Property is located) on the Closing Date.
- (t) "Real Property" shall mean the Land together with Seller's interest in the buildings and other improvements and fixtures located thereon, together with all rights of ways, ingress and egress, easements, rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.

- (u) "Security Deposits" shall mean the security deposits and prepaid rent specified in the Leases and which have not been previously forfeited by Tenants prior to the Closing Date. "Security Deposits" shall not include any security deposits or prepaid rent, whether or not provided for in the Leases, which were paid to Seller's predecessor(s) in interest to the Property and which were not delivered to Seller and are not in Seller's possession.
- (v) "Seller Group" shall mean Seller and its member and manager and such member's trustee, master servicer, special servicer and certificate holders and their respective past, present, and future officers, directors, shareholders, general partners, limited partners, agents, representatives, heirs, successors, assigns and attorneys and their respective heirs, successors, and assigns.
- (w) "Service Contracts" shall mean any and all written service, maintenance, supply, operating, or employment contracts or other agreements, however termed, affecting the use, ownership, maintenance, or operation of all or any part of the Property (but specifically excluding any Leases and any management agreements).
  - (x) "State" shall mean the state in which the Land is located.
- (y) "Tenants" shall mean those persons or entities holding rights of tenants under Leases.
- (z) "Title Commitment" shall mean the commitment for issuance of an owner's title insurance policy issued by the Title Company (or such other title insurance company licensed to do business in the State and selected by Buyer) in favor of Buyer in the full amount of the Purchase Price.

#### PROPERTY SPECIFIC PROVISIONS

<u>Property</u>. This is an agreement to purchase and sell land located in Escambia County, Florida consisting of approximately 33.8 acres of raw land, and all rights, privileges, easements and interests appurtenant thereto more particularly described on **Exhibit A**.

#### STATE SPECIFIC PROVISIONS

## [FLORIDA]

Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantity, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

#### BUYER'S INSURANCE GUIDELINES

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the Buyer and Seller. 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 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.

These insurance requirements shall not limit the liability of the contractor. The Buyer and Seller do 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 the Buyer and Seller as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the contractor waives its right of recovery against the Buyer and Seller, to the extent permitted by its insurance policies.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary.

## 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 of 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 the Workers' Compensation Coverage section) and the total amount of coverage required.

## **Automobile Coverage**

Automobile Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.

#### Workers' Compensation Coverage

Workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident/\$100,000 each employee/\$500,000 policy limit for disease. The contractor shall also purchase any other coverage's required by law for the benefit of the employees.

#### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance which reflect the Buyer and Seller as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Buyer and Seller at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Buyer and Seller as least 15 days prior to coverage renewals.

If requested by the Buyer and Seller, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Buyer and Seller, 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.

#### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

#### COUNTY ADMINISTRATOR'S REPORT - Continued

#### II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

#### 26. Out-of-County Travel

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, approving the "amended guest list," removing Commissioner Valentino, who is unable to attend due to a conflict, and authorizing out-of-County travel for Commissioner Grover C. Robinson IV to attend a dinner at the Florida Governor's Mansion on Thursday, June 13, 2013 (Funding: Fund 001, General Fund, Cost Center 110101, Object Code 54001).

## III. FOR DISCUSSION

#### 1. Property Acquisition

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the acquisition of property, located at 10836 Lillian Highway, for a public boat ramp facility:

- A. Approving the purchase of three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway, for the higher of the two appraisals, at a value of \$1,235,000, from RL REGI Florida, LLC, for a Public Boat Ramp Facility, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase of Property;
- B. Approving the Agreement for Sale and Purchase of Property for the acquisition of three contiguous parcels of real property located at 10836 Lillian Highway (totaling approximately 40 acres); and
- C. Authorizing the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

(Continued on Page 44)

## RL REGI FLORIDA, LLC PROPERTY @ 10836 LILLIAN HIGHWAY / PROPOSED ACQUISITION





# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4651 County Administrator's Report 16. 10.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Election Systems & Software Sales Order Agreement

From: David Stafford, Supervisor of Elections
Organization: Escambia County Super. of Elections

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning a Sales Order Agreement with Election Systems & Software for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the purchase of additional Model DS200 Digital Scanners and Model DS850 Digital Scanners, as well as, hardware maintenance, software maintenance, and support services from Election Systems & Software for the Supervisor of Elections Office:

A. Find, pursuant to Section 101.293(1)(b), Florida Statutes, that "a single source" is available to the County from which to purchase compatible voting equipment, meeting the standards for voting systems in Section 101.56062, Florida Statutes, currently used in Escambia County;

- B. Approve the Sales Order Agreement with Election Systems & Software; and
- C. Authorize the Chairman to execute the Sales Order Agreement.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

#### **BACKGROUND:**

Escambia County currently uses model DS200 Digital Image Scanners to serve the voting community for elections. Currently, there is only one, certified source, Election Systems & Software, under Section 101.293 from which such suitable equipment may be obtained to integrate into the County's current voting system. The additional DS200 Scanners and DS850 high speed tabulators with updated programming software will allow additional early vote polling locations to accommodate the voting community and allow multiple tabulation where necessary.

#### **BUDGETARY IMPACT:**

Funds are available in Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The document has been reviewed and approved by the County Attorney's office.

#### **PERSONNEL:**

N/A

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance provides for Board approval of purchases of fifty thousand dollars (\$50,000.00) or greater.

## **IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners, purchase orders will be issued by the Office of Purchasing.

#### **Attachments**

Sales Order Agreement & General Terms

11208 JOHN GALT BLVD OMAHA, NE 68137-2364 (402) 593-0101

## Sales Order Agreement

					.0. # Date: To be Agreed	Upon by the Parties
			Estima	ted Delivery	Date: To be Agreed	Upon by the Parties
		Title: David Stafford - Supervisor of Elections			mber: <u>(850) 595-390</u>	
	County N	ame: Escambia County, Florida		Fax Nu	mber: (850) 595-391	4
Tvr	e of Sale: NEV					
	e of Equip: NEV					
BN	To:	Sh	р То:			
7,5	ambia County, Florida		cambia County, Florida			
7.7	id Stafford - Supervisor of Election		vid Stafford - Supervisor of Elections			
	Box 12601 sacola, FL 32591		ling Equipment Warehouse - 100 E. I nsacola, FL 32591	Blount Stre	eet	
				7		
	ltem .	Description		Δtγ	Price	Iotal
1	DS200	Model DS200 Digital Scanner with Wireless Modern, Pla e-Bin, Reverse Wound Paper Roll, and 4GB Thumb Driv	stic Ballot Box with Steel Door and	20	\$6,325.00	\$126,500.
2	DS850	Model DS850 High Speed Digital Image Scanner with St Printer, Battery Backup, Two (2) USB Cables, Three (3) and Dust Cover (Includes: DS850 Initial Annual License	BGB Thumb Drives, Start-Up Kit,	2	\$111,500.00	\$223,000.0
3	Service Days	Project Management/Service Day		12	\$1,575.00	\$18,900.0
4	Installation and Training	Instalation and Training Fee (1st Model DS850)		1	\$3,500.00	\$3,500.0
5	Installation and Training	Instalation and Training Fee (Additional Model DS850)		1	\$1,000.00	\$1,000.0
6	Services	Model DS200 Training		1	\$1,575.00	\$1,575.0
7	Services	Electionware Training		5	\$1,575.00	\$7,875.0
В	Software	UNITY Software Upgrade - Includes: PYO Standard (Bas	o National	$\vdash$	V 1,010.00	N/C
_			200	1		(See Special Notes)
9	Other	Model DS200 Wireless Moderns (Price does not include	data transmission fees)	116	\$575.00	\$66,700.0
10	Network	DELL POWEREDGE T620 (ElectionWare Server)		1	\$13,233.00	\$13,233.0
11	Network	DELL POWEREDGE T420 (Communications Server)		1	\$4,620.00	\$4,620.0
12	Natwork	DELL OPTIPLEX 7010(ElectionWare Client)		2	\$1,440.00	\$2,880.0
13	Network	APC BACK-UPS ES 750 VA BATTERY BACKUP USB I		2	\$200.00	\$400.0
14	Network	DIGI ACCELEPORT RAS 4PORT PCI (Communications		1	\$1,307.00	\$1,307.0
15	Network	CISCO ASA 5505 10U BDL CHAS S/W 10U 3DES/AES	(Firewal)	1	\$490.00	\$490.0
16	Network	OKI B411DN MONO LASER DUPLEX PRINTER USB PAR ENET (Report Printer)		1	\$336.00	\$336.0
17	Network	APC SMART-UPS 1500 VA LCD BATTERY BACKUP B	LACK (For Servers)	2	\$700.00	\$1,400.0
	Network	OKI BLK TONER CART F/B411 B431 SERIES 4K		1	\$92.00	\$92.0
	Network	OKI B400 SERIES 5 YEAR EXCHANGE VIRTUAL		1	\$340.00	\$340.0
20	Network	SWITCH PORT 10/100/1000Mbps		1	\$200.00	\$200.0
21	Network	AVG 2013 ANTI VIRUS 1U (1 per PC/Server)		4	\$36.00	\$144.0
22	Network	CERBERUS FTP PRO (Communications Server 1 per)		1	\$655,00	\$655,0
-	Network	WS FTP PRO SGL USR EN ELECTRONIC (sftp Client 1	per)	1	\$68.00	\$68.0
-	Network	ADOBE ACROBAT STANDARD (Electionware Clients 1	per)	2	\$402.00	\$804.0
25	Network	MS EXCEL (ElectionWare Clients 1 per)		2	\$158.00	\$316.0
26	Network	Microsoft Windows Server External Connector 2012 (Communication Server 1 per)		1	\$2,580.00	\$2,580.00
27	Trade-in Allowance	Customer Loyalty Discount				(\$18,000.00
8	Shipping	3rd Pary Netword Items				\$800.00
9	Shipping	Model DS200 Digital Scanners		20	\$95.00	\$1,900.00
10	Shipping	Model DS850 High Speed Digital Image Scanners		2	\$500.00	\$1,000.00
1			Lower	25	OrderTotal	\$464,615.00
	Freight Billable: ye	s ☑ no □	(Applicable should Custo	mer Trade	_	(\$15,000.00
			Order Total	Less Tra	de-In Allowance	\$449,615.00
	Gene Seets Regional Sales Manager	Date	Custo	mer Signa	ature	Date
				11. A. C. C. C. T. C.	/alentino	
				Chair	man	
	VP. of Finan	ce Date			Title	
eci	al Notes: No Charge for Unity to	lpgrade as Oustomer has a current Unity Software Mahtena its Accumulation Network; any such changes and associate	nce and Support Agreement. Notwit	hstanding	the foregoing, the U	nity Upgrade shall
	910 10 11 00000   101 0 1000	and some manages and assistant	seem to the Consolner's Current hely	WIK STOLL	As the responsibility of	a ue customer.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Approved as to form and legal sufficiency.

100% of Order Total or, Order Total Less Trade-in Allowance (as applicable), Due Thirty (30) Equipment Delivery, or (b) Receipt of Corresponding ESAS Invoice. Note: In no event shall Customer's payment obligations hereunder, or the due dates for such Customer's receipt of federal and/or state funds. **Payment Terms** 

Warranty Period (Years): One (1) Year After Equipment Delivery

Hardware, Maintenance and Software Maintenance and Support Services (Post-Warranty Period)
The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A all

- 1. <u>PurchasefLicense Terms.</u> Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment and ES&S Software described on the reverse side. The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
- 2. Grant of Licenses. Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software, described on the reverse side, and ES&S' firmware, which is delivered as part of the ES&S Equipment ("ES&S Firmware"), and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual Software and Firmware License and Maintenance Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software and ES&S Firmware (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software or ES&S Firmware.
- Prohibited Uses. Customer shall not take any of the following actions with respect to the ES&S Software, ES&S Firmware or the Documentation:
- Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software or ES&S Firmware;
- Cause or permit any use, display, loan, publication, transfer of possession, sublicensing
  or other dissemination of the ES&S Software, ES&S Firmware or Documentation, in whole or in part,
  to or by any third party without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software or ES&S Firmware without ES&S' prior written consent; or
- d. Cause or permit any copying, reproduction or printing (<u>subject to any applicable requirements under the Florida Public Records Law)</u> of any output generated by the ES&S Software or ES&S Firmware in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent), including, but not limited to, any ballots, ballot shells or code stock.
- 4. Term of Licenses. The initial licenses granted in Section 2 shall commence upon the delivery of the ES&S Software and ES&S Firmware, as applicable, as described in Section 2, and expire one year thereafter (the "Initial Term"). The licenses shall automatically renew for successive one-year periods upon Customer's timely payment of the annual Software and Firmware License and Maintenance Fees set forth on Schedule A1 (each, a "Renewal Term"). The Initial Term and each Renewal Term are collectively referred to herein as the "Term". ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or ES&S Firmware or upon Customer's discontinuance of the use of any ES&S Software or ES&S Firmware, Customer shall immediately return such ES&S Software and ES&S Firmware and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software, ES&S Firmware and Documentation and certify in writing to ES&S that such destruction has occurred.
- 5. <u>Delivery: Risk of Loss.</u> The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

#### 6. <u>Warranty.</u>

- a. <u>ES&S Equipment/ES&S Software.</u> ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the Equipment or Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication Interruptions, and (IV) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is vold for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty maintenance and support are set forth on Exhibit A
- b. Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTION 6(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. <u>Limitation Of Liability.</u> Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended

- results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software Maintenance and Support.
- B. Proprietary Rights, Customer acknowledges and agrees as follows:
- ES&S owns the Software, all Documentation and training materials provided by ES&S, the design and configuration of the Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
- Indemnification. To the extent permitted by Florida law, Customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the following:
- a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any update provided to it by ES&S; (ii) the use of any Equipment or Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or Software; or (iii) Customer's modification or alteration of any item of Equipment or Software without the prior written consent of ES&S;
- Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;
- c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and
- d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

10. <u>Termination.</u> This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

#### 11. Disputes.

- a. <u>Payment of Undisputed Amounts.</u> In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
- b. Remedies for Past Due Undisputed Payments, If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount Is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the Issser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.
- 12. Notice. Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.
- 13. Compliance with Laws. In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment and Licensed Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the Equipment and Licensed Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the Licensed Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain compliant with applicable laws and regulations.
- 14. <u>State Recertifications</u>. In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Licensed Software and/or Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain certified;
- (ii) Customer's pro-rata share of such future state certification or recertification costs; and
- (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any manufactur modifications to the Equipment and/or Licensed Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement.

#### **EXHIBIT A**

# HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES (POST-WARRANTY PERIOD)

#### ARTICLE I GENERAL

- Term; Termination. This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect from the date on which the Warranty Period expires until the first anniversary thereof (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive One-Year Periods (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. Upon the termination of the license, Customer shall immediately return the Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy the Software and Documentation and certify in writing to ES&S that such destruction has occurred. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) below.
- In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for any Renewal Periods shall be as agreed to by the parties and such fees will not exceed ES&S' list prices which are in effect at the time of commencement of any Renewal Period. The Renewal Period fees are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software License, Maintenance and Support Fees shall be comprised of (i) a fee for the Software License, Maintenance and Support of the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Hardware Maintenance or Software License, Maintenance and Support for an Add-On License or New Product during the Initial Term or any renewal thereof, ES&S will charge an incremental fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe to a Hardware Maintenance or Software License, Maintenance and Support Plan, or otherwise changes its Hardware Maintenance or Software License, Maintenance and Support Plan with ES&S during the Initial Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance or Software License, Maintenance and Support Coverage.

## ARTICLE II HARDWARE

1. <u>Maintenance Services.</u> The Hardware Maintenance Services to be provided to Customer under this <u>Exhibit A</u> for the ES&S equipment listed on <u>Schedule A1</u> is set forth on <u>Schedule A1</u> (the "Products") and shall be subject to the following terms and conditions:

Routine Maintenance Services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ('Routine Maintenance Services") once each Twelve (12) Months during the Initial Term or any renewal thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on Schedule A1 as "repair only" shall only be provided pursuant to Section 1(b) below.

#### b. Repair Services.

- i. <u>Defects Under Normal Use and Service.</u> If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a preventative maintenance event as follows: Repair Services for Products covered under this <u>Exhibit A</u> will be performed at Customer's Designated Location.
- ii. <u>Defects Due to Customer Actions or Omissions.</u> If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.
- iii. <u>Timing.</u> The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on <u>Schedule A1.</u>
- iv. <u>Loaner Unit.</u> At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant

to Subsection 1(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

- Exclusions. ES&S has no obligation under this Exhibit A to (i) assume the C. obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.
- d. <u>Sole Provider; Access.</u> Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.
- e. <u>Storage.</u> When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.
- f. Reinstatement of Hardware Maintenance Services; Inspection. If the Initial Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S Technician labor rate and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at the current published ES&S Technician labor rate) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

## ARTICLE III SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. <u>License and Services Provided.</u> ES&S shall provide Software License, Maintenance and Support Services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), in order for the Customer to continue to license the ES&S Software in accordance with the license terms set forth in this <u>Exhibit A</u> as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or

workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on <u>Schedule A1</u>.

- Updates. During the Initial Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, along with appropriate documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining and installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to all the terms and conditions of ES&S' license of the Software, upon delivery. Customer shall install Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. In the event Customer requests ES&S to install an ES&S Firmware Update, ES&S shall install such Update only in connection with the Routine Maintenance Services provided herein. ES&S may charge Customer at its then-current rates to (a) ship the Updates, (b) install the Updates (c) provide maintenance and support on the Software which is required as a result of Customer's failure to timely install an Update or (d) train the Customer on the Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in federal or state law.
- 3. <u>Conditions.</u> ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this <u>Exhibit A</u>. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.
- 4. <u>Proprietary Rights.</u> ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this <u>Exhibit A</u>, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this <u>Exhibit A</u>. All licensed items shall be deemed to be ES&S Software for purposes of this <u>Exhibit A</u>. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this <u>Exhibit A</u>.
- 5. Reinstatement of Software License, Maintenance and Support. If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a new Software License and resume receiving Software License, Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support.

#### Schedule A1

#### **ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

(Expiration of Warranty Period through the first anniversary thereof)

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
20	Model DS200 Digital Image Scanner	TBD	\$175.00	\$3,500.00
2	Model DS850 High Speed Digital Image Scanner	TBD	\$3,900.00	\$7,800.00
Total Hardware Maintenance Fees for the Initial Term \$11,300.00				

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Escambia County, Florida

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this <u>Exhibit A</u> shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this <u>Exhibit A</u> is terminated according to Article I, Section 1.

#### Hardware Maintenance Services Provided by ES&S Under this Exhibit A

- 1. Telephone support.
  - ES&S will provide Hardware support on procedural questions of a specific nature not covered in ES&S' Hardware User Manuals;
  - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
- 2. Issue Resolution. (to be provided on a limited basis)
  - ES&S will provide Hardware issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Equipment User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Equipment User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Equipment User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
- 3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
- 4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
  - Service performed by an ES&S trained and certified technician.
  - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
  - Replacement of worn or defective with new or remanufactured federally and state certified parts.
  - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
  - Use of a checklist tailored for each piece of equipment.
  - Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.

#### 5. Repair Services.

- Customer receives coverage for interim repair calls.
  - o Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

#### 6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

## ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES

(Expiration of Warranty Period through the first anniversary thereof)

Listed below are the Unity Software Modules and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
N/A	AutoMARK Information Management System (AIMS)	N/A	N/A
N/A	Ballot Image Manager (BIM)	N/A	N/A
N/A	Ballot on Demand (BOD)	N/A	N/A
N/A	Data Acquisition Manager (DAM)	N/A	N/A
N/A	Election Data Manager (EDM)	N/A	N/A
N/A	Election Reporting Manager (ERM)	N/A	N/A
N/A	Hardware Programming Manager (HPM)	N/A	N/A
N/A	iVotronic Image Manager (IVIM)	N/A	N/A
Т	otal Software License, Maintenance and Support Fees	N/A	

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
20	Model DS200 Digital Image Scanner	TBD	\$75.00	\$1,500.00
2	Model DS850 High Speed Digital Image Scanner	TBD	\$1,500.00	\$3,000.00

### Software License, Maintenance and Support Services Provided by ES&S under this Exhibit A

- 1. Telephone support.
  - ES&S will provide Software support on procedural questions of a specific nature not covered in ES&S' Software User Manuals;
  - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
- 2. Issue Resolution. (to be provided on a limited basis)
  - ES&S will provide Software issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Software User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Software User Manual and/or training directives, Customer will be

advised to begin the issue resolution process over by following the procedures identified in the Software User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.

 ES&S will provide Technical Bulletins available on the ES&S Customer Portal on a schedule to be determined by ES&S regarding specific issues the Customer may be experiencing.

**Note:** Except for those Software License, Maintenance and Support Services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support Services to the Customer unless previously agreed upon by the parties.

## <u>Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities</u>

- 1. Customer's current software and hardware operator shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change the stick batteries on the iVotronic system and the pick belts on the Model 650. Any other changes made by the customer must be preapproved in writing by ES&S.
  - Customer shall have the ability to store equipment in accordance with ES&S requirements.
- 2. Customer shall have reviewed a complete set of User Manuals.
- 3. Customer shall have reviewed Training Checklists.
- 4. Customer shall be responsible for integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
- 5. Customer shall be responsible for data extraction from Customer VR system.
- Customer shall be responsible for implementation of any security protocols physical, network or otherwise.
- 7. Customer shall be responsible for Customer Acceptance of the hardware, unless otherwise agreed upon, in writing, by the parties.
- 8. Customer shall be responsible for any error or exception handling not identified in the User Guides as part of the software or hardware.
- 9. Customer shall be responsible for customer network design, layout, set up, administration, maintenance or connectivity.
- 10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4618 County Administrator's Report 16. 11.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Federal Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant

Program-JAG Countywide-State Solicitation

From: Cathy White, Drug Court Manager

**Organization:** Court Administration

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Federal Fiscal Year 2013 Edward Byrne Memorial Justice

Assistance Grant Program-JAG County-wide State Solicitation – Catherine A. White, Drug Court

Manager

That the Board take the following action concerning Federal Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-JAG County-wide State Solicitation:

A. Approve the Escambia County Drug Court Treatment Program Subgrant Application, which will be submitted for funding under the Federal Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant Program-JAG County-wide State Solicitation, administered by the Florida Department of Law Enforcement. The Court Administrator's Office is seeking funding for treatment services for 22 drug offenders. The amount of the Grant request is \$80,730; and

B. Authorize the Chairman, as the County's representative, to sign the Subgrant Application, acceptance documents, amendments, and request for payment or other related documents, as may be required.

[The funds are made available through the Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant Program for the period beginning October 1, 2013, and terminating September 30, 2014; there is no cost to the County]

#### **BACKGROUND:**

In accordance with the Federal Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant Program-JAG Countywide-State Solicitation guidelines, all agencies interested in requesting grant funds were asked to submit a detailed project proposal for review. The grant review committee reviewed and approved the grant proposals on June 11, 2013.

#### **BUDGETARY IMPACT:**

The funds are made available through the Federal FY13 Edward Byrne Memorial Justice Assistance Grant Program-Countywide-State Solicitation for the period beginning October 1, 2013, and terminating September 30, 2014. There is no cost to the County.

N/A
POLICY/REQUIREMENT FOR BOARD ACTION:  Board policy requires Board approval and authorization to execute grant documents.
IMPLEMENTATION/COORDINATION: Coordination has occurred with all related agencies.

**Attachments** 

FY13 Byrne Grant - Drug Court

**LEGAL CONSIDERATIONS/SIGN-OFF:** 

N/A

**PERSONNEL:** 

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 1: Administration

## Subgrant Recipient

Organization Name: Escambia County Board of Commissioners

County: Escambia

### Chief Official

Name: Gene Valentino

Title: Chairman

Address: 221 Palafox Place

Suite 400

City: Pensacola

State: FL Zip: 32502-5827

Phone: 850-436-9144 Ext:

Fax: 850-436-9194

Email: district2@myescambia.com

## Chief Financial Officer

Name: Pam Childers

Title: Clerk of the Circuit Court and Comptroller

Address: 221 North Palafox Street

Suite 140

City: Pensacola

State: FL Zip: 32502-5827

Phone: 850-595-4830 Ext:

Fax:

Email: pchilders@EscambiaClerk.com

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 1: Administration

## Implementing Agency

Organization Name: First Judicial Circuit

County: Escambia

### Chief Official

Name: Robin Wright

Title: Court Administrator

Address: 100 West Maxwell Street

City: Pensacola

State: FL Zip: 32501-1719

Phone: 850-595-3055 Ext:

Fax: 850-595-3059

Email: robin.wright@flcourts1.gov

## **Project Director**

Name: Catherine White

Title: Drug Court Manager
Address: Court Administration

100 West Maxwell Street

100 West Maxwell

City: Pensacola

State: FL Zip: 32501

Phone: 850-595-3055 Ext:

Fax: 850-595-3059

Email: cathy.white@flcourts1.gov

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 2: Project Overview

## General Project Information

Project Title: DRUG COURT TREATMENT SERVICES

Subgrant Recipient: Escambia County Board of Commissioners

Implementing Agency: First Judicial Circuit

Project Start Date: 10/1/2013 End Date: 9/30/2014

## Problem Identification

Drug-related criminal cases have imposed an enormous burden on court systems. According to the FBI "Crime in the United States 2011" report, "Nationwide law enforcement made an estimated 12,408,899 arrests in 2011." The highest percentage of arrests were for drug violations (estimated at 1,531,251 arrests), larceny-theft (estimated at 1,264,986), and driving under the influence (estimated at 1,215,077).? Substance abusing offenders present a challenge to the criminal justice system not just because of their volume, but also because of the interrelated nature of addiction and criminal behavior. Illegal drug use by offenders appears to increase their criminal behavior. Many addicts commit crimes to support their substance abuse habit, while for others, substance abuse reflects more pervasive criminal values and an established criminal lifestyle. Without access to substance abuse treatment, these offenders are likely to continue use and/or relapse and return to criminal activity following release from custody.

Federal, state, and local responses to the drug epidemic have focused on enhanced enforcement and incarceration. These efforts have failed to significantly reduce illegal drug availability or use. At the same time, the costs of jail and prison construction have risen, while drug involved offenders have continued to use and/or relapse and return to criminal activities. According to the Florida Department of Corrections' Inmate Statistics Report 2011-2012, there were 32,279 offenders sentenced to prison, giving a grant total of 100,444 offenders in the prison system. Of those offenders, 17.4% were drug offenders and 21.8% were theft, forgery, and fraud offenders. Statistics show an increase in the number of theft, forgery, and fraud offenders of .2% and show a slight decrease in the number of drug offenders of .6%. Drug offenses remain in the top five offenses Florida of which inmates are currently serving prison sentences.

The Escambia County Drug Court Program is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Office of the Public Defender, Florida Department of Corrections, and Pathway Addiction Treatment Center, a component of Lakeview Center, Inc. The primary goal of the Drug Court Program is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational, and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources, such as educational and vocational referrals.

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## Section 2: Project Overview

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

## Problem Description

The Escambia County Drug Court Program is the only non-residential substance abuse treatment program for the entire county. This grant would enable 22 participants to receive treatment services in Escambia County.

#### Problem Significance

As stated by the US Census Burea, Escambia County has a land area of 656.46 square miles and an estimated 2012 population of 302,715. As stated by the Florida Legislature Office of Economic and Demographic Research, Escambia County is Florida?s 19th most populous county. In calendar year 2010 - 2011, there were 75,018 scoresheets submitted to the Department of Corrections. Drug offenses comprised the largest group of scoresheets (34.9%). In the State of Florida, statistics show that over 60% of persons arrested are either under the influence of, or have committed the crime to gain access to, drugs and/or alcohol.

Treatment services are an essential part of the Drug Court Program. Through the treatment process, there are several forms of treatment the offenders receive, which include individualized intake and assessment; intensive outpatient treatment; residential treatment, if necessary; psycho educational groups; self-help groups; and ancillary treatment tools, such as life skills training and stress management techniques. In additional to drug and alcohol related treatment, offenders are given individual and family counseling to deal with underlying issues of mental illnesses, depression and/or childhood abuse, which could have caused the offender to abuse illegal substances.

### Need Assessment

Over the years, funding for drug court programs has been reduced. Without sufficient funding available to the Drug Court Program, it will be impossible to provide the current level of treatment for offenders in Escambia County. This will cause an increase in the number of inmates currently in the Escambia County Jail. Approximately 90% of the offenders who enter the Drug Court Program are incarcerated prior to entering the program. By entering the Drug Court Program, these offenders are released from jail which immediately eliminates the cost of housing the inmate.

The initial review of an offender's case is conducted by the Assistant State Attorney. The criminal history is reviewed to determine whether the offender meets the criteria established for entry into the Drug Court Program. If criteria are met, the offender is transported to the judicial center for appearance in Drug Court.

Defendants charged with the following offenses are eligible for the program: Possession of Controlled Substances; Purchase of Controlled Substances; Manufacture of Controlled Substances; Prescription Forgery; and Introduction of Contraband into Detention Facility. The following offenses may be considered for admission into drug court if it appears that the causal factor involved is drug addiction and restitution is recoverable at some point in the foreseeable future: Theft; Forgery; Uttering Forgeries; Worthless Checks;

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 2: Project Overview

Burglary; and Dealing in Stolen Property. Wherever practicable, victim approval for admission must be obtained.

## Project Summary (Scope of Work)

Defendants will be allowed admission into the Drug Court Program upon entry of a plea to the instant charges and, as a condition of probation, successfully complete the Drug Court Program and aftercare component.

Upon entry into the program, clients participate in an intake process consisting of the collection of identifying data, determination of financial status, and signature of a consent for treatment. In addition, each client participates in a clinical assessment consisting of a psychosocial and psychiatric assessment, alcohol/drug use history, development of initial treatment plan, review of the program schedule, documentation and follow-up. A medical history checklist is created/reviewed and a referral for a physical and/or psychological appointment is made, if needed.

The Florida DOC has assigned three probation officers who work in conjunction with the treatment agency and the offender. A monthly home study is conducted and regular office visits and urinalysis occur. The focus of the probation officer is on the vocational, educational, and employment component of treatment. The probation officer and the court liaison for treatment serve as case managers for the offender.

### Goals and Objectives

The mission of the Drug Court Program is to reduce substance abuse and criminal behaviors by providing opportunities and linkages to county resources to help clients lead healthy, productive lives, resulting in stronger families and increased public safety. In order to accomplish this mission, the following goals and objectives have been identified:

- \* Provide 22 offenders with psychosocial assessments during the grant period.
- \* Provide 22 offenders with substance abuse treatment services during the grant period.
- \* Provide 22 offenders with rehabilitation services during the grant period.
- \* Estimate 16 offenders will successfully complete the Drug Court Program during the grant period.

The achievement of these goals will be measured using interviews, arrest records, and court records.

Treatment and Prevention Project Service Provider:

The service provider is Pathway Addiction Treatment Center, a component of Lakeview Center, Inc. which is a non-profit corporation authorized to do business in the State of Florida with administrative offices at 1221 West Lakeview Avenue, Pensacola, Florida 32501. Immediately after the intake appointment, the client begins attending the treatment program. Pathway utilizes a multi-faceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment. HIV testing and medical care are provided upon request of the client and through referrals. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis testing results, and discharge summaries are maintained in the client chart.

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The following services are provided by the treatment agency:

Phase I: Approximately 3 months of intensive outpatient treatment using the Matrix model of recovery. Services include a minimum of 3 hours of treatment, which includes early recovery, relapse prevention, and abstinence and maintenance, at least 4 days per week. Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are employed. Treatment further includes linkage of ancillary services, random urinalysis testing (a minimum of twice weekly), and a Twelve Step support group.

Phase II: Approximately 3-4 months of moderately intensive outpatient treatment. Services include a minimum of 3 hours of treatment, which includes relapse prevention and abstinence and maintenance, at least 3 days per week. Treatment further includes linkage of ancillary services, random urinalysis testing (a minimum of twice weekly), and a Twelve Step support group.

Phase III: Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 2 hours of treatment, which includes abstinence and maintenance, at least 2 day per week. Treatment further includes linkage of ancillary services, random urinalysis testing (a minimum of twice weekly), and a Twelve Step support group.

Throughout the year the individual is given status call court dates for the judge to review the offender's treatment progress. Pathway provides the assigned judge detailed status call reports for each client before every court appearance. Phase I clients attend court once per week, Phase II once every other week, and Phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if warranted. It further provides the client with a sense of continuity and identification within the program. Rather than feeling "lost in the system," the client becomes aware that the judge knows of, and has an interest in, his/her situation. This aspect allows the courtroom to become a therapeutic environment for the clients.

Consistent positive urinalysis and/or nonattendance of treatment sessions could result in the offender's incarceration in jail. Once released from jail, the offender will resume their participation in treatment.

The Drug Court Program offers the offender the opportunity not only to participate in an intensive treatment program, but provides the opportunity to receive vocational and educational training. It is our goal that the offenders remain drug fee and become productive members of the community. It is our hope that this project permanently interrupts the cycle of criminal activity, arrest, prosecution, conviction, incarceration, and violence on the part of the offender.

#### Cooperating and Participating Agencies:

The Escambia County Drug Court Program is a partnership between the Court, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Office of the Public Defender, Florida Department of Corrections, and Pathway Addiction Treatment Center, a component of Lakeview Center, Inc.

### Project Activities/Administration:

The offender is arrested and referred to the Escambia County Drug Court Program. The state attorney and judge review the case for approval of eligibility. The public defender meets with the offender to review legal issues. A plea is accepted, and the offender is

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referred to treatment for an assessment.

Upon acceptance, the offender immediately begins treatment. During each phase of treatment, the offender is required to attend treatment, court sessions, Twelve Step support group meetings, and comply with the requirements of the probation office or community control office. Upon successful completion of the program, the state attorney and probation officer recommend the offender for graduation from the Drug Court Program. All offenders must be approved by the judge in order to schedule a graduation date. At graduation, a key chain and completion certificate are presented by the judge to the offender.

## Target Groups, Clients, and Participants:

Offenders receiving substance abuse treatment services will be offenders who have committed a drug related crime. The offenders could be charged with purchase, possession, or manufacturing of a controlled substance, prescription forgery, introduction of contraband, theft, forgery, uttering forgeries, worthless checks, burglary, and dealing in stolen property. Violation of probation or community control cases are accepted.

#### **Project Results:**

Successful completion of the offender in remaining drug-free for 90 days prior to their completion of the program.

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 2: Project Overview

## Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from

the U.S. Department of Justice?

Answer: No

Question:

Does the Implementing Agency receive a single grant in the amount of \$500,000 or

more from the U.S. Department of Justice?

Answer:

Question:

Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants. and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer:

No

Question:

Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer:

N/A

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 3: Performance

## General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 005 - Drug Treatment Programs

State Purpose Area: A - Accomplishments: Includes any accomplishments during the

reporting period.

**Activity Description** 

Activity: Drug Court

Target Group: Adults - Male or female\*

Geographic Area: Urban

Location Type: Court Circuit

## Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or

conditions. [500-character limit]

Goal: The clients will have been linked with a local educational/vocational facility should

they desire to obtain their GED and/or higher education. The clients will have been given the tools, resources, and abilities to lead healthy, productive, drug-free lives,

resulting in stronger families, increased public safety, and lower crime rate.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1

Will you be using the crimesolutions.gov website?

Goal: Yes

Objective: A3 - Report on subgrants from grantees other than FDLE

Measure: Part 2

If yes, enter grantee organization or agency name.

Goal: No

Measure: Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not

consider awards that you receive directly from USDOJ.

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Rule Reference 11D-9.006 OCJG-005 (rev. October 2005)

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## Section 3: Performance

Goal:

No

State Purpose Area:

DT - Drug Treatment: clinical assessment; residential; day/night treatment with community; outpatient group, individual, intensive, or detoxification; addiction receiving facility; substance abuse detox. (residential); in-home counseling; and aftercare.

## **Activity Description**

Activity:

Drug Treatment

Target Group:

**Drug Treatment** 

Geographic Area: Urban Location Type:

Courthouse

## Objectives and Measures

Objective: DT1 - Report on JAG funding allocated for providing drug treatment

Measure: Part 1

How much JAG funding has been allocated for providing drug treatment? Please

report in dollars (\$).

Goal:

\$77,000

Objective: DT2 - Provide a drug treatment program

Measure: Part 1

Will your program admit any participants to drug treatment programs?

Goal:

Measure: Part 2

How many participants will be enrolled in the drug treatment programs?

Goal:

Measure: Part 3

Of those, how many will be NEW participants?

Goal:

22

Objective: DT3 - Implement an evidence-based program or practice in a drug treatment

program

Measure: Part 1

> Do your drug treatment programs provide evidence-based treatment services? Evidence-based programs or practices are those demonstrated by the research literature to be effective at reducing substance use among court-involved individuals

(generally obtained through one or more outcome

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## Section 3: Performance

evaluations).

Goal:

Yes

Objective: DT5 - Provide outpatient services

Measure: Part 1

Will JAG funds be used to provide outpatient services? Services received should be

based on actual attendance of participants in mandated activities.

Goal:

Yes

Measure: Part 2

If yes, please enter the number of sessions for outpatient services drug treatment participants will receive. To calculate this number, determine the number of outpatient service sessions that each participant will receive. Then add the number of sessions for each participant together to determine the total number of sessions to be delivered. Include any participant who will receive outpatient services, regardless of whether that person will complete the program, exitwithout completion, or remain

enrolled.

Goal:

2904

Objective: DT6 - Test participants for alcohol or illegal substances

Measure: Part 1

Of those to be enrolled in drug treatment programs for at least 90 days, please enter the number of participants who will be tested for the presence of alcohol or illegal

substances.

Goal:

75

Measure: Part 2

Of those to be enrolled in drug treatment programs for at least 90 days, please enter the number of participants who will test positive for the presence of alcohol or illegal

substances.

Goal:

20

Objective: DT7 - Report the number of drug treatment participants who successfully completed

the program

Measure: Part 1

How many drug treatment program participants will successfully complete all program requirements? The number entered should represent only those participants

who will successfully complete all the requirements of the program.

Goal:

16

Measure: Part 2

How many drug treatment program participants will unsuccessfully complete the program? The number entered should represent only those who will fail

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## Section 3: Performance

to successfully complete the program for voluntary reasons (e.g., arrests, program violation, etc.).

Goal:

6

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## Section 3: Performance

## Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 4: Financial

## General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No FLAIR / Vendor Number: 596000598

## **Budget:**

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$77,000.00	\$0.00	\$77,000.00
Expenses	\$3,730.00	\$0.00	\$3,730.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0,00	\$0.00	\$0.00
Totals	\$80,730.00	\$0.00	\$80,730.00
Percentage	100.0	0.0	100.0

## Project Generated Income:

Will the project earn project generated income (PGI) ? No

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## Section 4: Financial (cont.)

## **Budget Narrative:**

Contractual Services:

\$77,000

A total of \$77,000 will be contracted to a treatment agency to provide substance abuse out-patient treatment, case management, court liaison services, and urinalysis. A total of 22 offenders will receive a minimum of one year of treatment services in the Drug Court Program.

The cost of the treatment slot is \$3,500
Assessment - One each (includes substance abuse evaluation and intake assessment)
Treatment Services - One Unit = 4 hours of service

Contractual Services
Assessments-22 units @ \$200/unit = \$4,400
Treatment Sessions-1320 units @ \$55/unit = \$72,600

Expenses

\$ 3,730

Single Ride Bus Passes 500 @ \$1.75 = \$875

Kratom, Spice, Bath Salts Drug Testing 100 @ \$20 = \$2,000

Kratom, Spice, Bath Salts Testing Confirmation 25 @ \$20 = \$500

Office Supplies - copy paper, pens, file folders, envelopes, graduation certificate paper/jackets, court hearing date cards = \$355

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

## Section 4: Financial

## Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the

implementing agency, is there a net personnel increase, or a continued net personnel

increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or

implementing agency, if it is the sheriff's office.

Answer: \$1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of

salaries and benefits), and provide documentation of the appropriate approval of this

plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for

each service as part of the budget narrative for contractual services. Include the basis

for the unit costs and how recently the basis was established or updated.

Answer: Assessment - one per unit @ \$200/unit

Treatment Services - four hours per unit @ \$55/unit

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## **Standard Conditions**

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 18 of this section.

- 1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (<a href="www.oip.usdoj.gov/financialguide/index.htm">www.oip.usdoj.gov/financialguide/index.htm</a>) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (<a href="www.bja.gov/ProgramDetaiis.aspx?Program ID=59">www.bja.gov/ProgramDetaiis.aspx?Program ID=59</a>) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
  - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": <a href="https://www.flrules.org/">www.flrules.org/</a>
  - Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars
    - o A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
    - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
    - o A-102, "Grants and Cooperative Agreements with State and Local Governments"
    - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
    - o A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
    - o A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
  - Code of Federal Regulations: www.gpo.gov/fdsys/
    - o 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
    - o 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
    - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
    - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
    - o 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
  - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: <a href="https://www.bja.gov/ProgramDetails.aspx?Program ID=59">www.bja.gov/ProgramDetails.aspx?Program ID=59</a>.
  - United States Code: www.gpo.gov/fdsys/
    - o 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
  - State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <a href="mailto:dis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf">dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf</a>.
- 2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at <a href="www.gpo.gov/fdsys/">www.gpo.gov/fdsys/</a>); the provisions of the current edition of the Office of Justice Programs Financial Guide (<a href="www.ojp.usdoj.gov/financialguide/index.htm">www.ojp.usdoj.gov/financialguide/index.htm</a>); and all other applicable State and Federal laws, orders, circulars, or regulations.

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#### 3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

### 4. Reports

- a. Project Performance Reports
  - (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.
    - Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 18, Performance of Agreement Provisions.
  - (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
  - (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

#### b. Financial Reports

- (1) Project Expenditure Reports
  - (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
  - (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
  - (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper preaudit and post-audit.
  - (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must

### Florida Department of Law Enforcement

have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (e) Reports are to be submitted even when no reimbursement is being requested.
- (f) The report must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

#### (2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

#### (3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

#### c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

### 5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

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## 6. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

## 7. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

### 8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

### 9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

#### 10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

### 11. Program Income (also known as Project Generated Income)

- All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

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#### 12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

#### 13. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274. Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

### 14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

#### 15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

#### 16. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

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#### 17. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement Office of Criminal Justice Grants 2331 Phillips Road Tallahassee, Florida 32308

### 18. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department

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shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

## 19. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and reobligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

### 20. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

#### 21. Written Approval of Changes in this Approved Agreement (Grant Adjustments)

a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

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- Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.
- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.
- e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or someone with formal, written signature authority for the chief official.

## 22. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

#### 23. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

#### 24. Access to Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

### 25. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <a href="https://disclosure.com/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/disclosure/

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#### 26. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online) so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

### 27. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

#### 28. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

#### 29. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

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### 30. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

#### 31. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

#### 32. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.

#### d. Equal Employment Opportunity Plans

- (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

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- (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- e. 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 FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, P.O. Box 1489, Tallahassee, Florida 32302-1489 or on-line at <a href="https://www.fdle.state.fl.us/contacts/comment\_form.html">www.fdle.state.fl.us/contacts/comment\_form.html</a>. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, NW, Washington, DC 20531, by phone at (202)307-0690.
- The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. Any discrimination complaints file with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- k. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

I. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov.

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### m. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal fbo.htm.

### 33. Immigration and Nationality Act

No public funds will intentionally be awarded 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 Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

### 34. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.
  - (1) New construction;
  - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
  - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
  - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
  - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and

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agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <a href="https://www.bja.gov/Funding/nepa.html">www.bja.gov/Funding/nepa.html</a>, for programs relating to methamphetamine laboratory operations.

c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

### 35. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

### 36. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

### Florida Department of Law Enforcement

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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

### 37. State Restrictions on Lobbying

In addition to the provisions contained in Item 36, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

### 38. Additional Restrictions on Lobbying

The subgrant 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 the Office of Justice Programs.

### 39. "Pay - to - Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

### 40. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

### Florida Department of Law Enforcement

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories:
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories:
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment:
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

### 41. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors 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.

### Florida Department of Law Enforcement

### 42. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

### 43. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department 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.

### 44. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

### 45. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

### 46. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### 47. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <a href="www.it.ojp.gov/gsp\_grantcondition">www.it.ojp.gov/gsp\_grantcondition</a>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

### 48. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

### Florida Department of Law Enforcement

### 49. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

### 50. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to

www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

### 51. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

### 52. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

### 53. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

### 54. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seg.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

### 55. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28. which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

### 56. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully or partially funded by the grant and that are expected to work solely on the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

### Florida Department of Law Enforcement

### 57. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project related activities in accordance with the contract agreement.

### 58. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

### 59. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (<a href="www.ctfli.org">www.ctfli.org</a>). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (<a href="www.ctfli.org">www.ctfli.org</a>).

### 60. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

### 61. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

### 62. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

### 63. Central Contractor Registry (CCR)

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

### Florida Department of Law Enforcement

### 64. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <a href="http://www.opm.gov/oca/payrates/index.asp">http://www.opm.gov/oca/payrates/index.asp</a>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

### 65. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <a href="mailto:ncjrs.gov/pdffiles1/nij/sl000989.pdf">ncjrs.gov/pdffiles1/nij/sl000989.pdf</a>.

### 66. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <a href="https://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334">www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334</a>.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

### 67. Bulletproof Vests

Subgrant recipients that wish to purchase vests with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at <a href="https://www.bja.gov/Funding/JAGFAQ.pdf">www.bja.gov/Funding/JAGFAQ.pdf</a>.

JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

### Florida Department of Law Enforcement

Bulletproof vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at: <a href="https://www.nij.gov/topics/technology/body-armor/safety-initiative.htm">www.nij.gov/topics/technology/body-armor/safety-initiative.htm</a>.

### 68. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

### 69. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <a href="https://www.ojp.gov/funding/confcost.htm">www.ojp.gov/funding/confcost.htm</a>.

### Application for Funding Assistance

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

> Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

> > State of Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature:		
Typed Nam	e and Title: Clayton H. Wilder, Community Program Administr	ator
Date:		
	Subgrant Recipient Authorizing Official of Governmental Unit (Commission Chairman, Mayor, or Designated Representative)	
Typed Nam	me of Subgrant Recipient: Escambia County Board of County Commis	sioners
Signature:		医
Typed Nam	e and Title: _Gene M. Valentino, Chairman	8
Date: Ju	ly , 2013	CIRCUIT
	Implementing Agency Official, Administrator or Designated Representative	ATTEST: PAM CHILDERS CLERK OF THE
Typed Nam	ne of Implementing Agency: Court Administration, First Circuit	# 52 22
Signature:	Rolin m whight	ATTE:
	ne and Title: Robin W. Wright: Court Administrator	

Application Ref # 2014-JAGC-2187

Date: July 12

Contract -JAGC-ESCA- - -

Section #6 Page 1 of 1

### **CERTIFICATION FORM**

### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Escambia County Board of Cou	inty Commissioners	DUNS Number: 075079673
Address: 221 Palafox Place, Suite 400, Pensac	cola, Florida 32502	
Grant Title: Drug Court Treatment Services	Grant Number: 2014-JAGC-2187	Award Amount: \$80,730
Name and Title of Contact Person: Catherine A.	White, Drug Court Manager	
Telephone Number: (850) 595-3055	E-Mail Address: Cathy.White@flo	ourts1.gov
Section A—Declaration Claiming Complete	Exemption from the EEOP R	equirement
Please check all the following boxes that apply:		
		nt is a medical institution. nt is receiving an award less than \$25,000.
I,certify that		[responsible official], [recipient] is
not required to prepare an EEOP for the reason(s) of	checked above, pursuant to 28 C.F.	R § 42.302.
I further certify that	•	[recipient]
will comply with applicable federal civil rights la services.	ws that prohibit discrimination in	employment and in the delivery of
Print or Type Name and Title	Signature	Date
Section B—Declaration Claiming Exemption	n from the EEOP Submission	Requirement and Certifying
That an EEOP Is on File for Review		,
If a recipient agency has fifty or more employees and is receiv recipient agency does not have to submit an EEOP to the OCI	ing a single award or subaward of \$25,00 If for review as long as it certifies the follo	0 or more, but less than \$500,000, then the wing (42 C.F.R. § 42.305):
I, Gene M. Valentino		[responsible official],
certify that Escambia County Board of County		[recipient],
which has fifty or more employees and is received		
\$500,000, has formulated an EEOP in accordance		
twenty-four months, the proper authority has form federal law, it is available for review by the public	iulated and signed into effect the .	beor and, as required by applicable
Civil Rights, Office of Justice Programs, U.S. Dep Escambia County Human F	artment of Justice. The EEOP is o	n file at the following office:  [organization],
221 Palafox Place, Pens	sacola, Florida 32502	[address].
Gene M. Valentino, Chairman		July, 2013
Print or Type Name and Title	Signature	Date
Section C—Declaration Stating that an EEC Rights for Review	OP Short Form Has Been Sub	mitted to the Office for Civil
If a recipient agency has fifty or more employees and is receiv send an EEOP Short Form to the OCR for review.	ing a single award or subaward of \$500,0	00 or more, then the recipient agency must
I,		[responsible official],
certify that		[recipient],
which has fifty or more employees and is receiv		r more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sen		[date] to the
Office for Civil Rights, Office of Justice Programs	, U.S. Department of Justice.	
•		
Print or Type Name and Title	Signature	Date

OMB Control No. 1121-0340 Expiration Date: 05/31/2014

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

DEPUTY CLERK

### CERTIFICATION FORM

### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Court Administration, First		DUNS Number: 075079673
Address: 100 West Maxwell Street, Pensaco		
Grant Title: Drug Court Treatment Services	Grant Number: 2014-JAGC-218	7 Award Amount: \$80,730
Name and Title of Contact Person: Catherine		
Telephone Number: (850) 595-3055	E-Mail Address: Cathy.White@t	Acourts1.aov
Section A—Declaration Claiming Comp	lete Exemption from the EEOP	Requirement
Please check all the following boxes that apply:	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	
□ Recipient has less than fifty employees. □ Rec		pient is a medical institution. pient is receiving an award less than \$25,000.
	2 1,001	self is receiving an award ress than 522.000.
I		[responsible official],
certify that		[recipient] is
not required to prepare an EEOP for the reason	n(s) checked above, pursuant to 28 C.	
I further certify that	1000	[recipient]
will comply with applicable federal civil right	its laws that prohibit discrimination	in employment and in the delivery of
services.		
Print or Type Name and Title	Signature	Date
Truck Type Park Star Pine	Mg/Mui-L	Dane
Section P. Dealerstian Claiming From	ation from the EEOP Submission	Description of Control
Section B—Declaration Claiming Exem That an EEOP Is on File for Review	ption from the EEOF Submission	n Requirement and Certifying
If a recipient agency has fifty or more employees and is recipient agency does not have to submit an EEOP to the	receiving a single award or subaward of \$25.1 OCR for review as long as it certifies the Joh	000 or more, but less than \$500,000, then the lowing (42 C.F.R. § 42.305);
I. Robin M. Wright		[responsible official].
certify that <u>Court Administration</u> , First Jud which has fifty or more employees and is r \$500,000, has formulated an EEOP in accord twenty-four months, the proper authority has federal law, it is available for review by the p Civil Rights, Office of Justice Programs, U.S. Human Resources	ecciving a single award or subawar dance with 28 CFR pt. 42, subpt. E. formulated and signed into effect the ublic, employees, the appropriate sta Department of Justice. The EEOP is	I further certify that within the last EEOP and, as required by applicable te planning agency, and the Office for
	Pensacola, Florida 32502	[address].
Robin M. Wright, Court Administrator	Rolein mwught	July, 122013
Print or Type Name and Title	Signature	Daie
Section C—Declaration Stating that an Rights for Review	EEOP Short Form Has Been Sul	bmitted to the Office for Civil
If a recipient agency has fifty or more employees and is a send an EEOP Short Form to the OCR for review.	receiving a single award or subaward of \$500	,000 or more, then the recipient agency must
1		[responsible official].
certify that		[recipient].
which has fifty or more employees and is re	ceiving a single award of \$500,000	or more has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and		[date] to the
Office for Civil Rights, Office of Justice Progr		[worter] to the
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Print or Type Name and Title		
	Signature	Date

# CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

## Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

# 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; vicilation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. 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-

- A. The applicant certifies that it will or will continue to provide a drugfree workplace by:
- (a) 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;
- (b) Establishing an on-going drug-free awareness program to inform employees about-
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

# CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

### Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program

(c) 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 (a);	
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-	
(1) Abide by the terms of the statement; and	
(2) 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 the conviction;	Check here If there are workplaces on file that are not identified here.
(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;	Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.  Check here If the State has elected to complete OJP Form 4061/7.
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-	400177.
(1) 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	DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)
(2) 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;	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-
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).	A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity. I will report the conviction, in writing, within 10 calendar days of the conviction, to:
Place of Performance (Street address, city, county, state, zip code)	Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.
As the duly authorized representative of the applicant, I hereby certify certifications.	that the applicant will comply with the above
Grantee Name and Address: Escambia County Board of County     221 Palafox Place, Suite 400     Pensacola, Florida 32502	y Commissioners
2. Project Name: <u>Drug Court Treatment Services</u>	
3. Typed Name and Title of Authorized Representative: Gene M. Va	lentino, Chairman
4. Signature:	5. Date: <u>July , 2013</u>
ATTEST: PAM CHILDERS  CLERK OF THE CIRCUIT COURT	
BY:DEPUTY CLERK	

# ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT

DEPUTY CLERK

# SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST FOR APPROVAL FORM

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Name of Subgrant Recipient: Escambia County Board of County Commissioners

**Authorized Official for Subgrant Recipient or Implementing Agency** 

Typed Name of Authorized Official: Gene M. Valentino

Typed Title: Chairman

Signature:

Telephone Number (850) 595-4920

### Date:

- Briefly describe the proposed contractual services and/or equipment and how it relates to your program.
- Explain your reasons for proposing to contract with, or purchase from, a non-competitive sole source.
   Address the expertise of the contractor, management, responsiveness, program knowledge and experience of contract personnel. Also provide the results of a market survey to determine competition availability or address why a market survey was not conducted.
- Indicate the contract period and explain the potential impact on contract deliverables if due dates are
  not met. Relate this information to the approval period for your grant award. Estimate the time and
  cost to hire a competent replacement should the current contractor default.
- 4. Describe what is unique about the project and the proposed sole source contractor that would warrant a sole source contract.
- 5. Explain any other points you believe should be covered to support your request for a sole source contract.
- 6. Make a declaration that the action to be taken is in the "best interest" of the subgrant recipient and the implementing agency.
- 7. Address the Conflict of Interest Review (i.e. proposed contractor is not excluded or debarred and was not involved in development of the procurement)

### NOTE:

- If sole source procurement of contractual services and/or equipment is \$100,000 or more, justification for sole source procurement must be submitted to the Department of Law Enforcement for approval.
- <u>All</u> the foregoing components <u>must</u> be addressed. Start on the next page and use continuation pages as necessary.
- If the sole source procurement is less than \$100,000, the applicant should complete this form and maintain it in the program files available for monitoring and for audit.

FDLE JAG Grant Application Package

Sole Source Form

# SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST FOR APPROVAL FORM

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

### (Continuation Page 2)

- 1. The service provider is Pathway Addiction Treatment Center ("Pathway"), a component of Lakeview Center, Inc. which is a non-profit corporation authorized to do business in the State of Florida with administrative offices at 1221 West Lakeview Avenue, Pensacola, Florida 32501.
- 2. Pathway has been the treatment provider for Drug Court clients since its inception in June, 1993. The services provided by Pathway include, but are not limited to, individualized intake and assessment; intensive outpatient treatment; residential treatment; psycho educational groups; self-help groups; and ancillary treatment tools, such as life skills training and stress management techniques. In additional to drug and alcohol related treatment, offenders are given individual and family counseling to deal with underlying issues of mental illnesses, depression and/or childhood abuse, which could have caused the offender to abuse illegal substances.

A market survey was not conducted due to the one-of-a-kind experience and expertise Pathway has handling Drug Court clients.

- 3. The contract period will be October 1, 2012 to September 30, 2013. The estimated time and cost to rehire a competent replacement would be approximately 2 to 3 months.
- 4. The Escambia County Drug Court Program is the only non-residential substance abuse treatment program for the entire county. Pathway has been the treatment provider for Drug Court clients since its inception in June, 1993.
- 5. It encompasses the vocational, educational, and spiritual components in conjunction with providing substance abuse treatment.

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Witson El Robertson District One

> Gene M. Valentina. District two

> > Lumon May Demet fires

Grover C Robinson IV District Four

Steven Barry District Five

221 Palafox Place, Suite 400 P. O. Box 1591 Pensacola, Florida 32591-1591

Telephone (850) 595-4902 Toll Free (866) 730-9152 Telefax (850) 595-4908 (Suncom) 695-4902



Mr. Clayton Wilder Community Program Administrator Office of Criminal Justice Grants Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Escambia County Board of County Commissioners approves the distribution of the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

Subgrantee (City or County)	Title of Project	Dollar Amount (Federal Funds)
Escambia County City of Pensacola Total Allocation	Drug Court Treatment Services Police Equipment	\$ 80,730 \$ 45,000 \$125,730

Sincerely.

Gene M. Valentino, Chairman Escambia County Board of County Commissioners



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4601 County Administrator's Report 16. 12. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Recommendation Concerning Dental Insurance (PD 12-13.029)

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Dental Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Dental Insurance (PD 12-13.029):

A. Award a Contract to Delta Dental Insurance Company for dental administration and claims, PD 12-13.029, to provide the following:

- 1. An annual funding amount of \$60,000 for administrative services and \$600,000 for claims per Fiscal Year, for all current eligible employees and retirees, effective October 1, 2013, for a period of 36 months; and
- 2. All eligible employees and retirees electing dental coverage will be required to pay the present established premiums, noted on the provided schedule; and
- B. Authorize the Interim County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501]

### **BACKGROUND:**

The Office of Purchasing solicited a Request for Proposal. On May 23, 2013, six proposals were received from the following:

Aetna Life Insurance Company

**Assurant** 

Delta Dental Insurance Company

Florida Combined Life

### **Humana Dental Insurance Company**

### **United Concordia Insurance Companies**

The County has received a three year guaranteed rate for dental administrative services from Delta Dental at \$3.20 per employee per month. This is a reduction of \$.19 per employee on our present administrative cost or \$3,374.40 savings per year (\$10,123.20 for 3 years). Claims costs will be determined by the number of employees/retirees that visit their dentist, whether the dentist is in network and what the discounted rate is. The estimated total cost for dental insurance will be \$60,000 for administrative fees and \$600,000 for claims based on current enrollment. All eligible employees that do not elect the County's group health insurance will receive a discount on their dental insurance of \$12.98 if they elect dental coverage, which is the Health Insurance Replacement plan (HIR).

### **BUDGETARY IMPACT:**

It will reduce the County's administrative fees for the next three years in the amount of \$3,374 per year or approximately \$10,000 for three years.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

The Human Resources Department will conduct open enrollment meetings and service all employee groups. We will advise all appointing authorities (payrolls) of any administrative changes in the program.

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

### **IMPLEMENTATION/COORDINATION:**

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office, and other appointing authorities to ensure changes are made.

### **Attachments**

Dental Ins Premiums for Active Employees and Retirees 062813

### **Dental Insurance Premiums for Active Employees**

Dental Costs and Premiums	Total Premium for Low Option	County Portion for Low Option	EE Cost for Low Option	County Portion for Low Option with HIR	EE Cost for Low Option with HIR	Total Premium for High Option	County Portion for High Option	EE Cost for High Option	County Portion for High Option with HIR	EE Cost for High Option with HIR
Employee	\$22.90	\$17.90	\$5.00	\$22.90	\$0.00	\$26.25	\$13.27	\$12.98	\$26.25	\$0.00
Employee & Spouse	\$39.62	\$17.84	\$21.78	\$30.82	\$8.80	\$45.45	\$13.53	\$31.92	\$26.31	\$18.94
Employee & Children	\$39.66	\$17.86	\$21.80	\$30.84	\$8.82	\$45.48	\$13.54	\$31.94	\$26.52	\$18.96
Employee & Family	\$61.89	\$30.91	\$30.98	\$43.89	\$18.00	\$70.34	\$26.40	\$43.94	\$39.38	\$30.96

### **Dental Insurance Premiums for Retirees**

	Low Option	High Option
Retiree	\$22.90	\$26.25
Retiree & Spouse	\$39.62	\$45.45
Retiree & Children	\$39.66	\$45.48
Retiree & Family	\$61.89	\$70.34



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4599 County Administrator's Report 16. 13. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Flexible Benefits Plan Administrative Services (PD 12-13.029)

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Flexible Benefits Plan Administrative Services - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Flexible Benefits Plan Administrative Services (PD 12-13.029):

A. Award a Contract to Lockard & Williams Insurance Services, P.A., for Flexible Benefits Plan Administrative Services, PD 12-13.029, to provide the following:

- 1. An annual premium amount estimated at \$8,000, based on current participation, for administrative services per Fiscal Year, for all eligible employees, effective October 1, 2013, for a period of 60 months;
- 2. All eligible employees electing a debit card will be responsible for the cost of the debit card; and
- 3. A change in the eligibility criteria to state that an employee is eligible to participate in the healthcare reimbursement flexible spending account at the beginning of the first Fiscal Year following their hire; and
- B. Authorize the Interim County Administrator to sign the Agreement for Group Flexible Benefits Plan between Lockard & Williams Insurance Services, P.A., and Escambia County (the Agreement will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150107, Object Code 531301]

### **BACKGROUND:**

The Office of Purchasing solicited a Request for Proposal. On May 23, 2013, five proposals were received from the following:

Aetna Life Insurance Co.

Lockard & Williams Insurance Services

P & A Administrative Services, Inc.

Florida Combined Life

Total Administrative Services Corporation (TASC)

The County has received a five year guaranteed rate for Flexible Benefits Plan Administrative Services from Lockard & Williams Insurance Services, P.A. at \$3.50 per employee per month, whether an employee signs up for one or three Flexible Benefit Programs. This is the same rate as our prior Contract. To use the program's debit card, employees must purchase it for \$12.00. The estimated total cost for Flexible Benefits Plan Administrative Services is \$8,000.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

The Human Resources Department will conduct open enrollment meetings and service all employee groups. We will advise all appointing authorities (payrolls) of any administrative changes in the program.

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### **IMPLEMENTATION/COORDINATION:**

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office and other appointing authorities to ensure changes are made.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4662 County Administrator's Report 16. 14. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: Recommendation Concerning Voluntary Long Term Disability Insurance

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Voluntary Long Term Disability Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Voluntary Long Term Disability Insurance (PD 08-09.042):

- A. Amend the National Insurance Services of Wisconsin Insurance Trust Joinder Agreement for Long-Term Disability Insurance, PD 12-13.029, to:
- 1. Increase the maximum monthly benefit to \$5,000 for all long-term disability plans;
- 2. Reduce the premiums of the County's current long-term disability plans. The coverage level of 40% of salary with a 180 day elimination period will decrease from \$.00175 to \$.00166 per salary dollar; the coverage level of 50% of salary with a 180 day elimination period will decrease from \$.00220 to \$.00209 per salary dollar; and the coverage level of 50% of salary with a 90 day elimination period will decrease from \$.00260 to \$.00247 per salary dollar; and
- 3. Add a plan that will cover 60% of an employee's annual covered salary up to \$100,000, with a maximum monthly benefit of \$5,000 and a 180 day elimination period at \$.0028 per salary dollar; and
- B. Authorize the Interim County Administrator to sign the National Insurance Services of Wisconsin Insurance Trust Joinder Agreement for Long-Term Disability Insurance.

[Funding Source: Fund 501, Internal Service Fund]

### **BACKGROUND:**

Due to the County's favorable claims history for the last two years, staff recommends raising the maximum benefit to \$5,000 and establishing a new plan with a coverage level of 60% of salary with a 180 day elimination period. The County will be able to reduce the premiums of the other three long term disability plans for employees.

### **BUDGETARY IMPACT:**

There is no budgetary impact.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

The Human Resources Department will conduct open enrollment meetings and service all employee groups. We will advise all appointing authorities (payrolls) of any administrative changes in the program.

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

### **IMPLEMENTATION/COORDINATION:**

A Voucher will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office, and other appointing authorities to ensure changes are made.

### **Attachments**

LTD Insurance

### NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST JOINDER AGREEMENT FOR LONG-TERM DISABILITY INSURANCE

The undersigned Group and the Administrator of the National Insurance Services of Wisconsin Insurance Trust (the "Trust") agree that the following choice of Plan and Options shall constitute its Program as an Employer.

The Plan is as follows:

#### Section I

Escambia, County of 1. Employer 1173 2. Carrier Number (Employer's Group Number) 02-All Eligible Employees electing Option 1 3. Eligible Class October 1, 2004 4. Original Effective Date October 1, 2013 Revised Effective Date .166 % of covered payroll 5. Initial Premium Rate (Monthly) October 1, 2014 6. Plan Renewal Date 7. Maximum Annual Covered Salary \$150,000 8. Maximum Monthly Benefit \$5,000

120 Days (See Section II) Rate Change Notification Applies per Endorsement No. 3 Subrogation Effective Date of Insurance - Employees See Section II **Employer Contribution** See Section II Min. Hour Requirement for Active Service 30 hours per week Continuity of Coverage Per Policy

**Elimination Period** 180 Consecutive Calendar Days **Definition of Disability** Two year regular occupation (per Policy) Maximum Benefit Period See Section II 40% of Basic monthly earnings Benefit Percent

Minimum Monthly Benefit \$100

Termination of Employee's Insurance See Section II Probationary Period 30 Days One-Time Open Enrollment Period See Section II

100 Lives all classes combined **Minimum Participation Cumulative Elimination Period** See Section II

Claim Payment Method/Basic Earnings Monthly (Per Policy)/Base Wage Only (Per Policy)/

(See Section II) Full Family/General Freeze (See Section II)

Coordination With Other Income Benefits

Per Policy Recurrent Disability Rehabilitation See Section II Survivor Benefit Per Policy Partial/Residual Disability See Section II Maternity Coverage Option B Applies See Section II

**Pre-Existing Condition Exclusion** Mental Illness Limitation See Section II Right of Recovery **Applies** 

1. Employer

2. Carrier Number (Employer's Group Number)

3. Eligible Class

4. Original Effective Date Revised Effective Date

5. Initial Premium Rate (Monthly)

6. Plan Renewal Date

7. Maximum Annual Covered Salary

8. Maximum Monthly Benefit

Rate Change Notification

Subrogation

Effective Date of Insurance - Employees

**Employer Contribution** 

Min. Hour Requirement for Active Service

Continuity of Coverage Elimination Period Definition of Disability Maximum Benefit Period

**Benefit Percent** 

Minimum Monthly Benefit

Termination of Employee's Insurance

Probationary Period

One-Time Open Enrollment Period

Minimum Participation

**Cumulative Elimination Period** 

Claim Payment Method/Basic Earnings

Coordination With Other Income Benefits

Recurrent Disability Rehabilitation Survivor Benefit

Partial/Residual Disability Maternity Coverage

Pre-Existing Condition Exclusion

Mental Illness Limitation Right of Recovery

Escambia, County of

1173

03-All Eligible Employees electing Option 2

October 1, 2004 October 1, 2013

.209 % of covered payroll

October 1, 2014 \$120,000 \$5,000

120 Days (See Section II)

Applies per Endorsement No. 3

See Section II See Section II 30 hours per week

180 Consecutive Calendar Days

Two year regular occupation (per Policy)

See Section II

Per Policy

50% of Basic monthly earnings

\$100

See Section II 30 Days See Section II

100 Lives all classes combined

See Section II

Monthly (Per Policy)/Base Wage Only (Per Policy)/

(See Section II)

Per Policy

Full Family/General Freeze (See Section II)

See Section II
Per Policy
See Section II
Option B Applies
See Section II
See Section II
Applies

1. Employer

2. Carrier Number (Employer's Group Number)

3. Eligible Class

4. Original Effective Date Revised Effective Date

5. Initial Premium Rate (Monthly)

6. Plan Renewal Date

7. Maximum Annual Covered Salary

8. Maximum Monthly Benefit

Rate Change Notification

Subrogation

Effective Date of Insurance - Employees

**Employer Contribution** 

Min. Hour Requirement for Active Service

Continuity of Coverage Elimination Period Definition of Disability Maximum Benefit Period

Benefit Percent

Minimum Monthly Benefit

Termination of Employee's Insurance

Probationary Period

One-Time Open Enrollment Period

**Minimum Participation** 

**Cumulative Elimination Period** 

Claim Payment Method/Basic Earnings

Coordination With Other Income Benefits

Recurrent Disability Rehabilitation Survivor Benefit Partial/Residual Disability

Maternity Coverage Pre-Existing Condition Exclusion

Mental Illness Limitation

Right of Recovery

Escambia, County of

1173

04-All Eligible Employees electing Option 3

October 1, 2004 October 1, 2013

.247 % of covered payroll

October 1, 2014 \$120,000 \$5,000

120 Days (See Section II)

Applies per Endorsement No. 3

See Section II See Section II 30 hours per week

Per Policy

90 Consecutive Calendar Days

Two year regular occupation (per Policy)

See Section II

50% of Basic monthly earnings

\$100

See Section II 30 Days See Section II

100 Lives all classes combined

See Section II

Monthly (Per Policy)/Base Wage Only (Per Policy)/

(See Section II)

Full Family/General Freeze (See Section II)

Per Policy See Section II Per Policy See Section II Option B Applies See Section II See Section II Applies 1. Employer

2. Carrier Number (Employer's Group Number)

3. Eligible Class

4. Original Effective Date Class Effective Date

5. Initial Premium Rate (Monthly)

6. Plan Renewal Date

7. Maximum Annual Covered Salary

8. Maximum Monthly Benefit

Rate Change Notification

Subrogation

Effective Date of Insurance - Employees

**Employer Contribution** 

Min. Hour Requirement for Active Service

Continuity of Coverage Elimination Period Definition of Disability Maximum Benefit Period

**Benefit Percent** 

Minimum Monthly Benefit

Termination of Employee's Insurance

**Probationary Period** 

One-Time Open Enrollment Period

Minimum Participation
Cumulative Elimination Period

Cumulative Elimination Period

Claim Payment Method/Basic Earnings

Coordination With Other Income Benefits

Recurrent Disability Rehabilitation Survivor Benefit Partial/Residual Disability

Maternity Coverage

Pre-Existing Condition Exclusion

Mental Illness Limitation Right of Recovery

Escambia, County of

1173

05-All Eligible Employees electing Option 4

October 1, 2004 October 1, 2013

.280 % of covered payroll

October 1, 2014 \$100,000 \$5,000

120 Days (See Section II)

Applies per Endorsement No. 3

See Section II See Section II 30 hours per week

Per Policy 180 Consecutive Calendar Days

Two year regular occupation (per Policy)

See Section II

60% of Basic monthly earnings

\$100 See Section II 30 Days

See Section II

100 Lives all classes combined

See Section II

Monthly (Per Policy)/Base Wage Only (Per Policy)/

(See Section II)

Per Policy

Full Family/General Freeze (See Section II)

See Section II
Per Policy
See Section II
Option B Applies
See Section II
See Section II
Applies

### Section II

### One-Time Open Enrollment Period:

Madison National Life will agree to a one-time Open Enrollment period from July 15, 2013 through August 15, 2013 to allow Eligible employees to sign up for Voluntary Long-Term Disability coverage who previously waived the coverage. The effective date for these enrollees will be October 1, 2013. The following conditions will apply:

- 1. Employees currently electing Option 1 will require Evidence of Insurability in order to elect any other Option.
- 2. Employees currently electing Option 2 will require Evidence of Insurability in order to elect Option 3; however, Evidence of Insurability will not be required if Employee chooses to elect Options 1 or 4.
- 3. Employees currently electing Option 3 will not require Evidence of Insurability in order to elect any other Option.
- 4. Employees not currently participating will require Evidence of Insurability in order to elect any Option in this plan.

### Rate Change Notification:

Under 'SECTION VII - PREMIUMS', section 'A. PREMIUM RATES', in the second paragraph the reference to '60 days' is hereby changed to '120 days'.

### Effective Date of Insurance - Employees:

Under 'SECTION II - ELIGIBILITY AND EFFECTIVE DATES', under subsection 'B. ELIGIBILITY DATE', item '(2)' is deleted and replaced with:

'(2) the first of the month after the Employee completes the Probationary Period.'

### **Employer Contribution**:

0% Employer Paid

Under 'SECTION III - BENEFITS', section 'A. TOTAL DISABILITY', the paragraph which begins 'The monthly benefit will not:' is hereby deleted in its entirety and replaced with:

'The Monthly Benefit will not:

- (1) Exceed the Maximum Monthly Benefit; nor
- (2) Be based on a salary greater than the salary for which premium was paid.

Benefits will not be paid beyond the Maximum Benefit Period.'

### Maximum Benefit Period:

Age at Disablement	<b>Duration of Benefits</b>
61 or younger	To Age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	l-1/2 years
68	1-1/4 years
69 and over	l year

### Termination of Employee's Insurance:

Under 'SECTION V - TERMINATION PROVISIONS', under 'A. TERMINATION OF EMPLOYEE'S INSURANCE', under part '(6)', items '(b)' and '(c)' are hereby deleted in their entirety and replaced with: '(b) for paid board-approved leaves of absence, subject to the following:

### i. Noncontributory coverage

- 1. Coverage will continue provided that:
  - a. we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of the Employee's covered salary; and
  - b. paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
  - c. the Employer remits the required premium for coverage.
- 2. The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of the Employee's earnings in effect on their last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- 3. Unless the Employee returns to active, eligible status on or before the date the leave is scheduled to end, coverage extended during a paid leave will terminate on the earlier of the date the paid leave is scheduled to end or 12 months from the date the paid leave began.

### (c) for unpaid board-approved leaves of absence, subject to the following:

### i. Noncontributory Coverage

- I. Coverage will continue provided that:
  - we receive written notice in advance of an unpaid leave of absence approved by the Employer
    which includes the beginning and ending dates of the unpaid leave of absence and the amount of
    the Employee's covered salary; and
  - b. unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
  - c. the Employer remits the required premium for coverage.
- 2. No benefits are payable during an unpaid leave of absence. If the Employee becomes Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of the Employee's earnings in effect on their last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- 3. Unless the Employee returns to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end or 12 months from the date the unpaid leave of absence began.'

### **Cumulative Elimination Period:**

Under 'SECTION III - BENEFITS' of the Policy, item 'G. CUMULATIVE ELIMINATION PERIOD' is hereby deleted in its entirety and replaced with:

### 'G. CUMULATIVE ELIMINATION PERIOD

If an Insured has been Totally Disabled during the Elimination Period, then returns to Active Work and again becomes Totally Disabled from the same or a related cause while the Policy is in force, the Elimination Period will be affected as follows:

- (1) If the Insured's return to Active Work is for a total of 30 consecutive days or less, the Company will count the Elimination Period from the first day of the original period of Total Disability. The Elimination Period will be increased by the number of days of return to Active Work.
- (2) If the Insured's return to Active Work is for a total of 31 or more consecutive days, the Elimination Period will start over and apply to the new period of Total Disability.

Any part of a calendar day on which there has been a return to Active Work shall count as a whole day. Fractions of days shall not be added together for credit under this provision.'

### Basic Monthly Earnings:

Under 'SECTION I - DEFINITIONS', under the definition of "Basic monthly earnings" the following is hereby added:

### 'Please note the following:

- (1) Paramedics/EMTs/Emergency Medical Dispatchers: Basic Monthly Earnings will include 84 hours in a 2-week period.
- (2) Firefighters working 24 Hour Shifts: These employees work a minimum of 112 hours in a two-week period no overtime is paid.
- (3) All Other Firefighters: Basic Monthly Earnings will include 90 hours in a 2-week period.'

### Coordination With Other Income Benefits:

In the Policy, under 'SECTION III - BENEFITS', under section 'C. OTHER INCOME BENEFITS', the following sentence is hereby deleted:

'After the first deduction for Social Security benefits, the monthly benefit will not be further reduced due to any cost of living increase payable under Social Security if the Joinder Agreement provides for Social Security Freeze.'

and is replaced with:

'After the first deduction for Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost of living increase payable under any Other Income Benefits.'

### Rehabilitation:

Under 'SECTION III - BENEFITS', subsection 'H. REHABILITATION' is deleted in its entirety and replaced with the following:

### **'H. REHABILITATION**

We have a vocational Rehabilitation and Return to Work assistance program available to assist the Insured in returning to work. We will determine whether the Insured is eligible for this program, at our sole discretion. In order to be eligible for rehabilitation services and benefits, the Insured must be medically able to engage in a return to work program.

The Insured's claim will be reviewed by one of our rehabilitation professionals to determine if a rehabilitation program might help him or her return to gainful employment. As his or her file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work program.

If we determine the Insured is eligible to participate in a Rehabilitation and Return to Work Assistance program, the Insured must participate in order to receive disability benefits. We will make the final determination of the Insured's eligibility for participation in the program.

We will provide the Insured with a written Rehabilitation and Return to Work Assistance plan developed specifically for the Insured. The Insured must comply with the terms of the Rehabilitation and Return to Work Assistance plan in order to receive disability benefits.

The rehabilitation program may include at our sole discretion, but is not limited to, the following services and benefits:

- (1) coordination with the Insured's Employer to assist the Insured's return to work;
- (2) adaptive equipment or job accommodations to allow the Insured to work;
- (3) vocational evaluation to determine how the Insured's disability may impact the Insured's employment options;
- (4) job placement services;
- (5) resume preparation;
- (6) job seeking skills training; or
- (7) education and retraining expenses for a new occupation.

We will pay an additional disability benefit of 10% of your gross disability payment to a maximum benefit of \$1,000 per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Other Income Benefits. However, the Maximum Benefit of \$1,000 will still apply.

In addition, we will make monthly payments to the Insured for 3 months following the date his or her disability ends if we determine they are no longer disabled while:

- (1) the Insured is participating in a Rehabilitation and Return to Work Assistance program; and
- (2) the Insured is not able to find employment.

This benefit payment may be paid in a lump sum.

Benefit payments will end on the earliest of the following dates:

- (1) the date we determine that the Insured is no longer eligible to participate in the Rehabilitation and Return to Work Assistance program; or
- (2) any other date on which monthly payments would stop in accordance with this plan.

When an Insured is disabled and incurring child care expenses for his or her dependent child(ren) and participating continuously in the Rehabilitation and Return to Work Assistance program, we will pay the Child Care Expense Benefit amount. The payment of the Child Care Expense benefit will begin immediately after the Insured starts the rehabilitation program.

### Child Care Expense Benefit:

Our payment of the Child Care Benefit will:

- (1) be \$350 per month, per child; and
- (2) not exceed \$1,000 per month for all eligible child care expenses combined.

### Child Care Expense Benefit Rules:

The Child Care Expense Benefit will be provided to reimburse the Insured's expenses incurred for providing care for his or her dependent children who are:

- (1) under the age of 15; or
- (2) incapable of providing their own care on a daily basis due to their own physical handicap or mental retardation:

To receive this benefit, the Insured must provide satisfactory proof that:

(1) the Insured is incurring expenses for child care while participating in the rehabilitation program; and

(2) payments for child care have been made to the child care provider.

Child Care Expense Benefits will end on the earlier of the following:

- (1) the date the dependent child(ren) attain the age of 15;
- (2) if the dependent child(ren) are mentally retarded or physically handicapped, the date they are no longer:
  - (a) incapacitated; or
  - (b) requiring daily care;
- (3) the date a charge is no longer made by the child care provider;
- (4) the date the Insured is no longer participating in the rehabilitation program; or
- (5) any other date payments would stop in accordance with this plan.

### Residual Disability Benefit:

Under 'SECTION III - BENEFITS', part 'Q. RESIDUAL DISABILTY' is hereby deleted in its entirety and is replaced with:

### 'Q. RESIDUAL DISABILITY

The definition of Disability includes both Total and Residual Disability. An Insured Employee is Disabled if:

- (1) During the first 24 months of disability following the Elimination Period, he or she is unable, as a result of Sickness or Injury, to perform with reasonable continuity the material and substantial duties of his or her regular occupation. Thereafter, he or she is unable, as a result of Sickness or Injury, to perform the material and substantial duties of his or her regular occupation and any other occupation for which he or she is or becomes reasonably fitted by education, training, experience, age, and physical and mental capacity; or
- (2) While unable to perform the material and substantial duties of his or her regular occupation on a full-time basis, he or she is:
  - (a) Performing some of the material and substantial duties of his or her regular occupation or any other occupation on a part-time or a full-time basis; and
  - (b) Is earning less than 80% of the Indexed Pre-Disability Income.

Indexed Pre-Disability Income is defined as the Insured's Basic Monthly Earnings just before his or her Disability began, as adjusted upward on the first anniversary of Residual Disability payments and on each following anniversary. The amount of each adjustment will be the lesser of 10% or the current annual percentage increase in the Consumer Price Index. The Consumer Price Index (CPI-W) is published by the United States Department of Labor. We reserve the right to use some similar measurement if the Department of Labor changes or stops publishing the CPI-W.

An Insured may satisfy the Elimination Period by being Totally and/or Residually Disabled.

If the Insured is Disabled as defined in 2. above:

- (1) For the First 12 months of benefit payments, we will pay the Monthly Benefit as long as the total of:
  - (a) any earnings received while working in any capacity; and
  - (b) the Monthly Benefit; and
  - (c) any other benefits the Insured receives from Other Income Benefits;

does not exceed 100% of Basic Monthly Earnings.

If these items do exceed 100% of Basic Monthly Earnings, we will deduct this excess from the Monthly Benefit.

- (2) After 12 months of benefit payments, we will pay the Monthly Benefit minus:
  - (a) all Other Specified Income, and
  - (b) 50% of any earnings received while working in any capacity.

This Residual Disability provision will cease to apply on the earliest of the following dates:

(1) The day that the Insured is able to perform all the material and substantial duties of his or her regular occupation on a full-time basis;

- (2) The day that the Insured monthly income from the employment described above equals or exceeds 80% of his or her Indexed Pre-Disability Income;
- (3) The day the Insured retires;
- (4) The day the Insured reaches the end of the Maximum Benefit Period;
- (5) The day the Insured becomes eligible for benefits under any other group Long Term Disability plan; or
- (6) The day the Insured is no longer Residually Disabled.'

### **Pre-Existing Condition Exclusion:**

Under 'SECTION IV - EXCLUSIONS AND LIMITATIONS' of the Policy, under item 'B. PRE-EXISTING CONDITION EXCLUSION' the following language is hereby added:

'This applies to "New Hires" only.'

### Mental Illness Limitation:

Under 'SECTION IV - EXCLUSIONS AND LIMITATIONS', under subsection 'C. MENTAL ILLNESS LIMITATION', the following is hereby added as 'OPTION F' and shall apply as follows:

'Benefits for disability due to mental or emotional illness will not exceed 24 months of monthly benefit payments unless the Insured meets one of these situations.

- (1) The Insured is in a hospital or institution at the end of the 24 month period. We will pay the monthly benefit during the confinement. If the Insured is still disabled when discharged, we will pay the monthly benefit for a recovery period of up to 90 days. If the Insured becomes re-confined during the recovery period for at least 14 days in a row, we will pay benefits for the confinement and another recovery period up to 90 more days.
- (2) The Insured continues to be disabled and became confined:
  - (a) after the 24 month period; and
  - (b) for at least 14 days in a row.

We will pay the monthly benefit during the confinement. We will not pay the monthly benefit beyond the maximum benefit period.

"Hospital" or "Institution" means a facility licensed to provide care and treatment for the condition causing the Insured's disability.'

Furthermore, the definition of "Mental or emotional illness" found in the Policy is hereby deleted in its entirety and replaced with:

"Mental or emotional illness" means any neurosis, psychoneurosis, psychopathy, psychosis and all other mental or emotional illness of any type including, but not limited to, substance abuse or addiction and the use of any hallucinogen.

"Substance abuse" includes alcoholism and the taking of a prescription or controlled drug in a manner not prescribed or recommended by a physician.'

### Joinder Agreement

The undersigned Group adopts and agrees to be bound by the terms and conditions of the National Insurance Services of Wisconsin Insurance Trust Agreement, as amended from time to time (the "Trust Agreement"), and the insurance agreements covering its employees. The Group understands that the Trust is a vehicle for obtaining insurance to provide benefits under one or more of the Group's employee benefit programs. In this regard, the Group joins together with other groups under the Trust as a single policyholder in the purchase and maintenance of group insurance policies. The Trust's Administrator shall provide the Group with the information involving the insurance policies which is necessary for the Group to comply with applicable state and federal reporting requirements which relate to this group insurance. The Group agrees to be bound by actions taken pursuant to the powers granted under the Trust Agreement or the affected insurance policy.

This agreement can be terminated by either party upon 60 days written notice or for non-payment of required premium.

The signature by the Administrator of the Trust constitutes acceptance of the undersigned Group as an Employer under the Trust.

Dated this	day of		, 20
		Escambia County, Florida	
		By: George Touart, Interim 221 Palafox Place Pensacola, Florida 32.	n County Administrator 502
National Insurance Service Wisconsin Insurance Trust Administrator - National In		nsin Inc	WITNESS
Administrator - National In	isurance Services of Wisco	nsin, inc.	WITNESS
By: July 11, 2013		80	

This document approved as to form

and legal sufficiency.

Title: Date:



### NOTICE OF PRIVACY PRACTICES AND PROTECTION

This Privacy Notice is provided for your information — keep a copy of it for your records.

No response is required or requested.

Customer Privacy Is Our Business - We value our relationship with our customers and are dedicated to providing them with exceptional service and competitive product offers. As part of our dedication to servicing their insurance needs, we are committed to protecting the confidentiality of nonpublic personal information about our customers. This Privacy Notice will help you understand what type of information we collect about insured individuals, how the information we collect is used, and what measures we take to protect that information.

What Information We Collect And How We Collect It - Depending on the type of product, we collect nonpublic personal information about insured individuals that may include:

- address,
- telephone number,
- social security number,
- account information.
- income.
- employment,
- health status, and
- other personal information relevant to their coverage.

We collect such information primarily from information we receive from individuals on applications or other forms. We may also collect information through telephone conversations or other electronic means, such as internet "cookies" (data stored on a computer by an internet browser when you use the internet to access our website) that may be used to track website usage, remember passwords customers create, and provide customers with website content specific to their needs and interests. We may also obtain information from third parties such as employers, non-affiliated insurers, physicians, hospitals and other medical providers.

How Information Is Protected - We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard such information. Information about insured individuals is accessed by our employees only when such access is necessary to conduct our business. For example, we may access information to offer other compatible products or services we provide, to process customer requests, and to administer our products or services. All employees are required to maintain the confidentiality of nonpublic personal information and to follow policies we establish to secure such confidentiality.

Additionally, we require third parties to whom we disclose nonpublic personal information, or who receive or handle such information on our behalf, to adhere to our standard of privacy protection and to establish information security procedures.

Disclosure - We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Information will only be disclosed for such purposes as conducting and auditing our business, administering the business of affiliated organizations, responding to requests from government

authorities, or as authorized or requested by an insured individual. Such disclosures include, but are not limited to:

- Affiliates we may provide information to affiliated companies to enable them to provide business services for us such as claims processing, underwriting, and maintenance of your accounts, and to offer products and services we provide.
- Agents and Brokers we may provide information to enable agents and brokers to provide business services for us and to offer products and services we provide.
- Joint Marketing we may provide information to non-affiliated third parties to jointly market insurance products or services.
- Lending Institutions we may provide information to non-affiliated lending institutions, such as banks and credit unions, to offer products and services we provide, and to provide business services for us.
- Government Entities we may provide information upon request from a State Department of Insurance or other government entity. The purpose for the request may be to prevent fraud, conduct an audit of our business practices, or for any other reason for which the government entity is legally permitted to request information.
- Servicing organizations we may provide information to servicing organizations such as TPAs, reinsurers, attorneys, accountants, actuaries, underwriters, and other such organizations to enable them to provide business services for us.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above or to otherwise conduct the business of insurance.

About this Privacy Notice - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections indicated in this Privacy Notice will remain effective even after an individual's coverage is terminated, to the extent we retain information about that individual. We may change this Privacy Notice at any time and will inform you of any changes as required by law. Other applicable privacy protections may exist under state laws and we will comply with all applicable state laws when we disclose information about individual insureds.

This Privacy Notice is distributed on behalf of the following Independence Holding Company entities and their affiliated organizations:

- Standard Security Life Insurance Company of New York
- Madison National Life Insurance Company, Inc.
- Independence American Insurance Company

For additional information, contact us at:

Attn: Privacy Committee Post Office Box 5008 Madison, WI 53705



### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4649 County Administrator's Report 16. 15. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: Recommendation Concerning Group Medical Insurance

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Group Medical Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance, (PD 08-09.042, Group Medical, Life, and Disability Insurances):

A. Approve the employee and retiree health insurance premiums; the provided Attachment "1" shows premiums reflecting no increase for employees and a \$20 discount for employees who do not use tobacco; the provided Attachment "2" shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not; and

B. Authorize staff to deposit \$600 into the HSA (health savings account) of each employee who elects the HSA coverage; this will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; the cost will include a \$2.50 monthly fee for each employee, along with a one-time start-up fee of \$22 for each new employee who enrolls; the cost is included in the total cost estimate.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, (Medical) 150110]

### **BACKGROUND:**

Based on our demographic data and claims versus premiums experience, Blue Cross and Blue Shield of Florida offered a 4% increase to our health insurance cost, as approved by the Board on June 10, 2013. The estimated cost, including the increase, is \$15,369,876.67. This includes the retiree options for which the retirees pay the full premium. The County will offer the other existing plans and will provide individual supplement options during open enrollment for retirees that are Medicare eligible.

### **BUDGETARY IMPACT:**

Funds are available in Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

This is in accordance with Florida Statutes 112.09 and 112.0801.

### **PERSONNEL:**

The Human Resources Department and all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems, HRIS (Human Resources Information System) and work with Blue Cross Blue Shield of Florida to ensure changes are made in the respected systems.

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

BCC Regular Meeting, County Administrator Report 14.24 of June 10, 2013

### **IMPLEMENTATION/COORDINATION:**

A voucher/purchase order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with Legal, the Office of Purchasing, FRS and the other appointing authorities to ensure all changes are made.

### **Attachments**

Attachments 1 and 2 for Health Ins Rec 072513.pdf 06-10-2013 Meeting Minutes



## Premium Breakdown (Smoking Discount)

# Health Care Monthly Rates for October 2013 – September 2014

	Total Premium	County Portion	County Portion	EE Cost	FF Coot	Hoolth	County Dortion	County Dortion	0.00	EE Cost
		County I of their		1600	1807 33			COMMITT OF THOM	100 27	100
	1352	Non-Smoker	Smoker	Non-Smoker	Smoker	Premium	Non-Smoker	Smoker	Non-Smoker	Smoker
		BO 1352	BO 1352	BO 1352	BO 1352	BO 1552	BO 1552	BO 1552	BO 1552	BO 1552
Employee	\$548,30	\$ 518.30	\$ 498.30	\$30.00	\$50.00	\$595.91	\$ 525.91	\$ 505.91	\$70.00	\$90.00
Employee & Spouse	\$1,270.61	\$ 1,071.35	\$ 1,051.35	\$199.26	\$219.26	\$1,379.33	\$ 1,088.33	\$ 1,068.33	\$291.00	\$311.00
Employee & Children	\$1,219.16	\$ 1,040.94	\$ 1,020.94	\$178.22	\$198.22	\$1,344.00	\$ 1,060.48	\$ 1,040.48	\$283.52	\$303.52
Employee & Family	\$1,754.20	\$ 1,507.72	\$ 1,487.72	\$246.48	\$266.48	\$1,949.50	\$ 1.538,24	\$ 1,518,24	\$411.26	\$431.26

	BCBS Premium HSA 1168/1169	*HSA \$600/yr	***Setup Fee	Admin Fee	Total Premium HSA	County Portion HSA for Non-Smokers	County Portion HSA for Smokers	EE Cost HSA 1168/1169 for Non-Smokers	EE Cost HSA 1168/1169 for Smokers
Employee	\$ 443.12	\$50.00	29.18	\$2.50	\$ 497.29	\$ 497.29	\$ 477.29	00.0	\$ 20.00
Employee & Spouse	\$ 1,055.16	\$50.00	29.18	\$2.50	\$ 1,109.33	\$ 1,014.39	\$ 994.39	\$ 94.94	\$ 114.94
Employee & Children	\$ 949.77	\$50.00	29.18	\$2.50	\$ 1,003.94	\$ 917.88	\$ 897.88	\$ 86.06	\$ 106.06
Employee & Family	\$ 1,371.34	\$50.00	29.18	\$2.50	\$ 1,425.51	\$ 1,303.89	\$ 1,283.89	\$ 121.62	\$ 141.62

Dental Costs and	Total Premium	County Portion	EE Cost for	County	EE Cost for	Total	County	EE Cost	County Portion	EE Cost for
Premiums	for Low Option		Law Option	Portion for Low Option with HIR	Low Option with HIR	Premium for High Option	Portion for High Option	for High Option	for High Option with HIR	High Option with HIR
Employee	\$22.90	\$17.90	\$5.00	\$22.90	\$0.00	\$26.25	\$13.27	\$12.98	\$26.25	\$0.00
Employee & Spouse	\$39.62	\$17.84	\$21.78	\$30.82	\$8.80	\$45.45	\$13.53	\$31.92	\$26.31	\$18.94
Employee & Children	\$39.66	\$17.86	\$21.80	\$30.84	\$8.82	\$45,48	\$13.54	\$31.94	\$26.52	\$18.96
Employee & Family	\$61.89	\$30.91	\$30.98	\$43.89	\$18.00	\$70.34	\$26.40	\$43.94	\$39.38	\$30.96

Premiums	\$7.30	\$14.60	\$13.87	\$21.87	
Vision Care Premiums	Employee	Employee & Spouse	Employee & Children	Employee & Family	

<sup>\*</sup>The county pays HSA and the \$50 represents the monthly cost. The County or the appointing authority pay the \$600 upfront at the beginning of the plan year. New Hire receive a pro-rated amount determine by the insurance eligible date.

coverage for a total of \$50,000 (County paid). In addition, an employee not electing health insurance can enroll Any employee waiving the county-sponsored health insurance will receive \$10,000 in additional life insurance

<sup>\*\*</sup>Administrative Fee is paid by the agency on a monthly basis for employees.

<sup>\*\*\*</sup> Setup fee is only for new accounts and it is a one-time fee of \$20.00 paid by the appointing authority.

### **Health Insurance Premiums for Retirees**

October 2013 - September 2014

Retirees	PPO 1352 Premiums	PPO 1552 Premiums	*BlueMed PPO Premium	BlueMed (Pharmacy Coverage Only)
Retiree or Spouse	\$548.30	\$595.91	\$314.70	\$161.67
Retiree & Spouse	\$1,270.61	\$1,379.33		
Retiree & Children	\$1,219.16	\$1,344.00		
Retiree & Family	\$1,754.20	\$1,949.50		 

<sup>\*</sup>Premiums for BlueMedicare Group Supplement Plan F (Retire 12/31/2012)\*

### **Dental Insurance Premiums for Retirees**

2.90 \$26.25	<del>.</del>
9.62 \$45.45	
9.66 \$45.48	<b></b>
1.89 \$70.34	
	0.66 \$45.48

<sup>\*</sup>To be eligible for BlueMed PPO you must have Medicare Part A & B and reside in Florida.

<sup>\*</sup> Note: Retirees who choose BlueMed would have individual coverage. Retirees who are Medicare-eligible and their spouse is not Medicare-eligible, can still elect either BlueMed PPO or the Rx Plan and the spouse would be offered single coverage with the Non-Medicare product (i.e. Blue Option 1352 or 1552).

### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

### **COUNTY ADMINISTRATOR'S REPORT – Continued**

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-25. Approval of Various Consent Agenda Items Continued
  - 23. Taking the following action concerning the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida (the funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2013, and terminating June 30, 2014; there is no cost to the County):
    - A. Approving the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida; this Agreement is being submitted for approval as a continuation of the Drug Court Expansion Program, which was initially approved by the Board of County Commissioners on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010; this Agreement will become effective July 1, 2013, and will terminate June 30, 2014; during this period, funding for the program is not to exceed \$365,000; and
    - B. Authorizing the Chairman, as the County's representative, to sign the Agreement, amendments, and/or other related documents as may be required.
- \*
- 24. Taking the following action regarding the County's Group Medical Insurance (Funding: the increase is 4% or approximately \$583,000; funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501):
  - A. Approving the renewal of a three-year Pro-Share Contract from October 1, 2012, through September 30, 2015, with Blue Cross and Blue Shield of Florida, Inc.;
  - B. Approving a renewal of the health insurance coverage in the form of plans Blue Option 1352, Blue Option 1552, and Health Savings Account with Blue Cross and Blue Shield of Florida, Inc., at a 4% increase in premiums, for the period October 1, 2013, through September 30, 2014;

(Continued on Page 40)



### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4670 County Administrator's Report 16. 16. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: United Way Human Services Appropriations Committee Funding

Recommendations for 2012-2013

From: Marilyn Wesley
Organization: Community Affairs

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the United Way of Escambia County Human Services

Appropriations Committee Funding Recommendations for 2012-2013 - Marilyn D. Wesley,

Community Affairs Department Director

That the Board take the following action regarding the United Way of Escambia County Human Services Appropriations Committee (HSAC) Funding Recommendations:

A. Rescind the Board's action of June 20, 2013, accepting the United Way of Escambia County Human Services Appropriations Committee 2012/2013 Funding Recommendations, in the amount not to exceed \$93,000, which entailed \$92,250 of allocations to be distributed to the approved non-profit entities, plus the committee-related expense for a required legal notice to be reimbursed to the United Way of Escambia County; the funds are included in the adopted Budget for the current Fiscal Year (Funding: Fund 001, General Fund, Cost Center 320202, Public Social Services - \$93,000); and

B. Accept the revised HSAC 2012/2013 Funding Recommendations, in the amount of \$90,888.68, which entails \$90,725 of allocations to be distributed to the approved non-profit entities, plus \$163.68 of committee-related expense for a required legal notice to be reimbursed to the United Way of Escambia County. The funds are included in the adopted Budget for the current Fiscal Year.

[Funding: General Fund, Fund 001, Cost Center 320202, Public Social Services - \$90,725; General Fund, Fund 001, Cost Center 320201, Community Services Administration - \$163.68]

### **BACKGROUND:**

Annually, under agreement with the Board of County Commissioners, the responsibility of approving requests for funding to local non-profit agencies/organizations is handled via the Human Services Appropriations Committee of the United Way of Escambia County. Persons serving on this committee are Escambia county residents, including appointees from the Board of County Commissioners and the Penscola City Council. The committee provides recommendations from agency presentations with funding requests. The committee fully understands that funding of the requested services is an investment of general tax dollars and

that without these funds, there could be an increase in costs for other county, city, or state-mandated services.

The funding rationale and criteria used is based on the impact and relationship to local and/or state government service expenditures, the benefit to the community as a whole, the measured effectiveness and results of programs and services, other sources and/or opportunities for funding, and the urgency of the services relative to the total amount of funds available.

### **BUDGETARY IMPACT:**

Funding in the amount of \$90,888.68 is allocated in the adopted budget for this fiscal year in General Fund 001.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires the approval of all such general fund appropriations expenditures.

### IMPLEMENTATION/COORDINATION:

Upon Board acceptance of the funding recommendations, funds will be disbursed to the United Way of Escambia County for distribution to the approved organizations. The Department of Community Affairs will continue to coordinate efforts with the United Way, on behalf of the County, throughout this process.

### **Attachments**

CAR II-17 Minutes from June 20, 2013 BCC Regular Meeting

12-13 HSAC County Request Letter

12-13 HSAC Funding Matrix (corrected)

12-13 HSAC Proof of Publication and Payment

### 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
  - 15. Taking the following action concerning the Ashland Subdivision Proposed Neighborhood Enhancement Plan (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107/56301, Project Number 12EN1738):
    - A. Approving to waive the existing Municipal Service Benefit Unit Policy requirements; and
    - B. Approving implementation of the Ashland Subdivision Proposed Neighborhood Enhancement Plan, which includes installation of two traffic-calming devices at each of the following locations:
      - (1) Teleran Street, between Chemstrand Road and Cabot Street;
      - (2) Cabot Street, between East Kingsfield Road and Rodney Street;
      - (3) Rodney Street, between Chemstrand Road and Joel Street; and
      - (4) Joel Street, between East Kingsfield Road and Rodney Street.
  - 16. Approving payment by voucher to Veolia Transportation Services, Inc., in the amount of \$42,019.53, to pay unpaid invoices for services billed during Fiscal Year 2011-2012; because these invoices cross Fiscal Years and will be paid in the current Fiscal Year, Board approval is required to process the payments (Funding Source: Fund 104, "Mass Transit," Cost Center 320401).
- 17. Accepting the United Way of Escambia County Human Services Appropriations Committee 2012/2013 Funding Recommendations, in the amount not to exceed \$93,000, which entails \$92,250 of allocations to be distributed to the approved non-profit entities, plus the committee-related expense for a required legal notice to be reimbursed to the United Way of Escambia County; the funds are included in the adopted Budget for the current Fiscal Year (Funding: Fund 001, General Fund, Cost Center 320202, Public Social Services \$93,000).
  - 18. Adopting the Resolution (R2013-71) approving Supplemental Budget Amendment #174, Other Grants and Projects Fund (110), in the amount of \$31,001, to recognize additional Grant funds from the Office of the State Courts Administrator, and to appropriate these funds for Drug Court Treatment Services in Escambia County.

### United Way of Escambia County

1301 West Government Street Pensacola, FL 32502 Phone (850) 434-3157 Fax (850) 444-7117

### United Way

### www.unitedwayescambia.org

**BOARD OFFICERS** 

Gary Sammons Chair

David Peaden, III Chair Elect

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David Jones Past Chair

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Rita Icenogle 2-1-1 July 8, 2013

Marilyn D. Wesley, Director

**Department of Community Affairs** 

221 Palafox Place Pensacola, FL 23502

Re: United Way/Human Services Appropriations Committee 2012/2013 Funding Request

Dear Marilyn,

United Way of Escambia County and the Human Services Appropriations Committee have completed the 2012/2013funding process. As a result of the Board of County Commission action approving the committee's recommendations of \$90,750, I am requesting payment to United Way of Escambia County for disbursement to the organizations approved for funding.

Funds from this amount will be disbursed by United Way of Escambia County in accordance with the amounts and expressed usage by individual agencies as described in the recommendations submitted to the Board of County Commissioners and approved by the BCC on June 20, 2013.

Historically, recommendations to the Board of County Commissioners were reviewed in January and payments to recipient organizations awarded Human Services Appropriations Committee funding began in February, retroactive to the beginning of the fiscal year of October to September. Five monthly payments for October to February were first paid in February, and then monthly payments were made through the end of the fiscal year in September. This year, HSAC recommendations will be reviewed by the Board of County Commissioners in June, and pending approval, one annual payment for the approved annual funding amount will be paid to recipient organizations in July.

A summary of the funding recommendations for funding year 2012/2013 approved by the Board of County Commissioners are included with this letter. All HSAC payments to organizations are made by Electronic Funds Transfer. Records of all payments made to agencies and the corresponding bank statements from the 2011/2012 funding year are also included.

We are requesting the full amount of \$90,725, all of which will be paid to recipient agencies & programs as one annual payment in July 2013. We also request \$163.68 reimbursement for the legal notice placed on January 6, 2013.

If you or any of the Escambia County Commissioners have any questions, please feel free to call me directly at 444-7140. We appreciate the opportunity to work with and serve Escambia County in providing for human service needs in our community.

Sincerely,

Rob Engel, Director of Allocation Services

Direct: 850-444-7140





	Avalia	ble: \$0		Human Services Appropriations Committee	\$ 90,725		1	Avaliable	: \$90,725	5	
C	ITY OF P	ENSACO	LA	City / County Funding			Е	SCAMBIA	A COUNT	Υ	
2006/07	2007/08	2008/09	2009/10	AGENCY	2012/13	2011/12	2010/11	2009/10	2008/09	2007/08	2006/07
Actual	Actual	Actual	Actual	REQUESTING	Actual	Actual	Actual	Actual	Actual	Actual	Actual
\$ 10,000	\$ 11,300	\$ 9,300	\$ 4,300	American Red Cross	\$2,500	\$ 6,500	\$ 10,000	\$ 7,300	\$ 7,300	\$ 7,300	\$ 10,000
11,000	11,000	9,000	4,000	ARC Gateway	\$12,645	12,900	12,900	12,900	12,900	12,900	12,900
	3,500	5,000	2,500	Bay Area Food Bank	\$8,820	9,000	Did not apply	5,000	5,000	3,500	
	3,000	2,500	1,200	Big Brothers/Big Sisters	Did Not Apply	1,750	10,000	4,800	3,500	3,000	
10,000	8,000	6,500	3,000	Boys & Girls Club	\$4,750	4,800	4,800	5,000	3,300	3,300	5,000
5,000	5,000	4,100	1,900	Community Drug & Alcohol Council	\$1,550	2,500	4,500	4,400	6,100	6,100	7,800
*	*	*	*	Council on Aging	\$24,500	25,000	25,000	25,000	25,000	25,000	60,100
				Favorhouse	\$4,900						
				Health & Hope Clinic	\$4,900						
				Legal Services of North Florida	\$500						
7,500	7,500	6,200	3,000	Lutheran Services - Sexual Abuse Treatment	\$2,500	6,800	6,800	6,000	7,700	7,500	7,500
5,500	5,500	4,500	2,100	Milk & Honey Outreach - Kids Club	\$1,500	1,500	0	1,500	1,500	1,500	
3,000	5,000	5,000	2,500	New Beginnings Recovery Homes	\$4,900	5,000	3,000	7,500	5,000	5,000	2,500
				NWF Legal Services	\$2,500	2,500	2,500				
				Pace Center for Girls	\$4,900						
17,000	10,000	5,000	2,300	Salvation Army - Working Poor	\$6,860	7,000	7,000	7,000	5,000	6,100	12,000
5,000	4,000	3,300	1,000	Speech & Hearing Board	\$2,500	5,000	4,000	1,000	2,000	2,000	4,000
2,500	2,500	2,000	1,000	UCP / DHHS - Client Assistance	\$0	5,000	5,000	5,000	5,000	5,000	5,000
\$ 100,000	\$ 79,300	\$ 65,000	\$ 30,000	GRAND TOTALS	\$90,725	\$ 95,250	\$ 95,500	\$ 95,500	\$ 95,500	\$ 95,500	\$ 148,000

<sup>\*</sup> City of Pensacola Housing Department provides Council on Aging through CDBG.



Published Daily-Pensacola, Escambia County, FL

### PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Roshundia Gillis who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

### Legal Notice

Was published in said newspaper in the issue(s) of:

### January 6, 2013

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 8th Day of January, 2013, by Roshundia Gillis, who is personally known to me.

Affiant

Notary Public

GILLIAN L. WARD NOTARY PUBLIC - STATE OF FLORIDA COMMISSION #EE835572 MY COMMISSION EXPIRES SEPT. 17, 2016



Legal Notice The Human Services Appropriations Committee, on behalf of the Escambia County Board of County Commissioners, is accepting requests for funding for agencies and organizations to provide health and human services to local residents.

Funding is expected to provide enhancement or expansion for specific services. Neither operational nor capital funding requests can be considered. All applying organizations must be certified through United Way of Escambia County. Application for certification and funding request may be application to the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the country of the made simultaneously.

Completion of both a written application and a verbal presentation are required. All requests will be reviewed by the Health and Human Services Appropriations Committee, all volunteers from the community. Individual funding recommendations will be made directly to the Board of County Commissioners for their final approval.

Written applications are available on disc or hard copy at the United Way of Escambia County, 1301 West Government Street, Pensacola, Florida, 32502.

Applications are also available for download on United Way's web site. Go to http://unitedwayescambia.org and click on:

2013/14 Application for Funding to download the files.

Applications must be submitted to United Way by February 8, 2013. For more information call 444-7140 or 434-3157.

Legal No. 1587170 1T January 6, 2013



A Member of the Gannett Group

### ADVERTISING INVOICE/STATEMENT

Make Checks Payable to: **Pensacola News Journal**Mail to: **Pensacola News P.O. Box 677590 Dallas, TX. 75267-7590**Questions concerning your invoice contact 1-866-876-0599

AMOUNT PAID	

114

### 4483005000000000000000041676740001636810639

UNITED WAY/LEGAL 1301 W GOVERNMENT ST PENSACOLA FL 32502-5314

CUSTOMER NO	INVOICE NO
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DUE DATE	AMOUNT DUE
02/15/13	163.68
FOR THE PERIOD	THRU
75/37/75	02/03/13

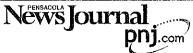
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\* A LATE PAYMENT PENALTY OF 1 1/2% PER MONTH WILL BE ADDED TO BALANCES NOT PAID BY THE 20TH. QUESTIONS CONCERNING YOUR INVOICE CONTACT 1-866-876-0599

CUSTOMER NUMBER	NAME	INVOICE NUMBER	
44830050	UNITED WAY/LEGAL	0004167674	



Payee PENSACOLA NEWS JOURNAL PENSACOLANEWSADS

Account #:

38748 2/12/2013

Invoice 0004167674

Description LEGAL NOTICE FOR HSAC FUNDING Discount

Amount

\$0.00

\$163.68

Total:

\$0.00



### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4645 County Administrator's Report 16. 17. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: Saufley Field Road C&DD Landfill Closure and Stormwater Improvement

Project

From: Pat Johnson Organization: Solid Waste

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the Interim County Administrator to execute a Purchase Order to Watershed Geosynthetics, LLC, in the amount of \$48,000, for the cost of final cover Ballast Sand Infill Replacement Services, as agreed to by Watershed Geosynthetics, LLC, as part of the materials purchase agreement ( *ClosureTurf Long-Term Service Agreement*), for the Escambia County Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project.

[Funding: Fund 401, Solid Waste, Cost Center 230316, Object Code 56301]

### **BACKGROUND:**

On May 16, 2013, the Board approved the Assumption of Agreement of the ClosureTurf Long-Term Service Agreement to Watershed Geosynthetics, LLC and authorized the Interim County Administrator to execute a purchase order to Watershed Geosynthetics, LLC in the amount of \$77,000, for the required Surety Bond including the risk premium (ClosureTurf Long-Term Service Agreement, Attachment D, ClosureTurf 10-Year Limited Warranty Backed by a Financial Assurance Agreement - Section 4.0). In addition, the Agreement requires the County to purchase Ballast Sand Infill Replacement Services (materials and labor for the 30-year Agreement Period) at a cost of \$48,000 (ClosureTurf Long-Term Service Agreement, Section 6.1).

### **BUDGETARY IMPACT:**

Funding for this project is available in Fund 401, Solid Waste Fund, Cost Center 230316, Object Code 56301.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

### **IMPLEMENTATION/COORDINATION:**

N/A

### **Attachments**

Watershed Ballast Sand Infill Maint Cost
Watershed Assumption of Agreement
Surety Bond
ClosureTurf Agreement 09 17 2012



### INVOICE

Mr. Brent Schneider Escambia County 13009 Beulah Rd. Cantonment, FL. 32533 Project Number: CT/FL-004 Project Name: Saufley Landfill Invoice No. 27-06-1070

Email: bdschneider@co.escambia.fl.us Invoice Date: 6-27-2013 Phone: 850-937-2179 Company ID# 27-0736307

Long Term Service Agreement for Escambia County Saufley Field Road C&D
Landfill Closure Project

Net Invoice Amount: \$48,000.00

Total Due \$48,000.00

Please pay to:
Watershed Geosynthetics LLC

Remit To: 11400 Atlantis Place Suite 200 Alpharetta, Georgia 30022 location repairs, repair procedures, and repair locations. If there is a discrepancy between Escambia County test results and Company test results, Company may have additional verification testing performed by the GSI laboratory or Company may verify proper calibration of testing equipment at Company's expense. Escambia County shall perform additional testing if testing equipment is shown to be improperly calibrated or conducted in accordance with GSI standards. The properly calibrated GSI test results shall be the basis of claims. Testing shall be completed within 90 days of notice of claim.

### 6.0 REMEDY

If ClosureTurf<sup>TM</sup> fails to perform in accordance with the Performance Conditions during the Agreement Period, Company shall provide materials and labor to repair or replace the ClosureTurf TM landfill cover system and the ClosureTurf TM product components as set forth in Sections 6.2 and 6.3 below. Repair and replacement of any portion of the ClosureTurf landfill cover system will, upon mutual agreement, be performed directly for Escambia County by a third party installer meeting the material specifications (Attachment A) and installation specifications (Attachment B) and Company shall reimburse Escambia County its related costs for repair and replacement, or Company shall provide such repair and replacement directly. Any installer performing repairs and replacement shall provide a one-year written Warranty to Escambia County for installation. Upon completion of repairs and/or replacement Company shall provide written documentation that installer has completed installation. Repair and replacement of any portion of the ClosureTurf landfill cover system and components shall not void this Agreement or the Performance Conditions.

### 6.1 NOTIFICATION OF CLAIMS

Claims under this Agreement must be submitted in writing within 60 days after discovery of the defect to:

ClosureTurf LLC, Attention: Delaney Lewis 11200 Atlantis Place, Suite E Alpharetta, Georgia 30022

Company shall respond in writing to all claims within 60 days of receiving claims. The response shall include a schedule for Company Inspections in accordance with Section 5.3 and a repair and replacement schedule.

Company shall provide ballast sand infill materials and labor for the 30-year Agreement Period to meet requirements of Sections 6.2 and 6.3 below in accordance with the Ballast Sand Infill Replacement Services purchased by Escambia County for a cost of \$48,000 and agreed to by Company as part of the materials purchase agreement. Escambia County will initially purchase and store on-site 200 CY of sand meeting the project specifications for use by Company as ballast sand infill.

### 6.2 REPAIR

Company at its sole cost shall repair and replace the ClosureTurf<sup>TM</sup> landfill cover system or the product components that fail to perform in accordance with this Service Agreement. Escambia County shall approve any area to be repaired and replaced.

Under no circumstances will Company assume liability for consequential damages due to defective geomembrane or incorrect installation.

The area to be repaired shall be defined as the area between the passing samples or measurements as determined by the inspections. Repair and replacement of ClosureTurf<sup>TM</sup> or acceptable variations shall meet specifications (Attachments A and B) including the following:

- Removing or repairing the failing ClosureTurf<sup>TM</sup> or product components including geomembrane, geosynthetic turf system, and ballast sand infill.
- Repairing and cleaning geomembrane to meet the requirements of the material specifications.
- Installing new ClosureTurf<sup>TM</sup> product components in accordance with manufacturer's requirements.
- Seaming and securing ClosureTurf<sup>TM</sup> to the existing ClosureTurf<sup>TM</sup> in accordance with the manufacturer's requirements.
- Replacing ballast sand infill and providing confirmation measurements documenting ballast sand infill thickness and showing measurement locations on a site plan.
- Certifying repairs and installations in writing.

### 6.3 COMPLETE REPLACEMENT

Complete replacement of the ClosureTurf<sup>TM</sup> landfill cover system or product components shall be required under the conditions listed in Table 1.

Table 1	able 1 Complete Replacement Requirements	
Within Time	Total Repaired or	
Limit of	Replaced Net Area	
(years)	(%)	Complete Replacement Requirements
5	50	FDEP Rule 62-701.600 FAC (2 feet thick cover soil and sod)
5 50	or with Alternate Procedures approved by FDEP	
10	75	FDEP Rule 62-701.600 FAC (2 feet thick cover soil and sod)
10	73	or with Alternate Procedures approved by FDEP

The total repaired or replaced product component areas is calculated as the total sum of repaired or replaced areas as documented by Escambia County during the time limit specified, less any repaired or replaced product component areas which have functioned properly for over one year as a percentage of the total landfill surface area (25 acres). If the total sum of repair and replacement areas documented by Escambia County exceeds the total areas as a percentage of the 25 acre landfill cover area for the project as detailed in Table 1, Company shall provide materials and installation for the complete replacement of the landfill cover products. Any replaced material which functions properly for a period of one year shall not be included in the total sum of repaired or replaced areas used in this Agreement. Company shall have the right to contract for any soil cover required meeting FDEP Rule 62-701.600(3) (g) 2, FAC as a result of a replacement under Section 6.2.

If complete replacement is required within the first 5 years of the closure based on the occurrence of a net 50% repaired or replaced areas, the replacement shall be using a FDEP-prescribed cover system as defined in Rule 62-701.600(3) (g)2, FAC. Company has the option to replace the synthetic turf and replace the ballast sand in-fill with a sand and cement mixture (HydroBinder<sup>TM</sup> and HydroTurf<sup>TM</sup>) meeting manufacturer's material and installation specifications (Attachment A). This replacement includes removal of the ClosureTurf<sup>TM</sup> product components. However, if the structured geomembrane has retained its strength, and it is agreed to by Escambia County, it may be left in-place. If the structured geomembrane is left in-place it shall be covered with a non-woven protection geotextile meeting the manufacturer's requirements for Super Gripnet Geomembrane final cover system (Attachment A). The two-feet of soil cover and sod shall be placed over the geotextile in accordance with manufacturer's specifications. Company shall provide closure certification documents such that Escambia County will be able to obtain closure certification in accordance with the requirements of FDEP Rule 62-701.600(6). Company shall have no financial obligation or performance of post-closure maintenance for closure areas that have been replaced with a FDEP prescribed soil cover.

Between 5 years and 10 years after of closure and the occurrence of a net 75% of repaired or replaced areas, Company shall provide materials and installation for the partial or complete replacement of the final cover using ClosureTurf<sup>TM</sup> or a FDEP-prescribed cover system, based on Company's choice and approval of Escambia County. Product components shall meet the manufacturer's specified material specifications, installation requirements, and quality assurance plan. Company has the option to replace the synthetic turf and replace the ballast sand in-fill with a sand and cement mixture (HydroBinder<sup>TM</sup> and HydroTurf<sup>TM</sup>) meeting manufacturer's material and installation specifications (Attachment A). Company shall provide written documentation that an installer has completed installation and Company shall provide closure certification documents such that Escambia County will be able to obtain closure certification in accordance with FDEP Rule 62-701.600(6). Complete replacement using ClosureTurf<sup>TM</sup> or HydroTurf<sup>TM</sup> shall not void this Agreement or the Performance Conditions.

Following 10 years of closure, complete replacement is not required. Company shall continue repair and replacement in accordance with this Service Agreement for the 30-year Agreement period.

### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

### <u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-18. Approval of Various Consent Agenda Items Continued
  - 9. Taking the following action regarding the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project (Funding: Fund 401, Solid Waste, Cost Center 230316, Object Code 56301):
    - A. Approving, and authorizing the Chairman to sign, the Assumption of Agreement between Escambia County, Florida and Closure Turf, LLC to Watershed Geosynthetics, LLC, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project; and
    - B. Approving, and authorizing the Interim County Administrator to execute, a Purchase Order to Watershed Geosynthetics, LLC, in the amount of \$77,000, for the cost of the Surety Bond Including Risk Premium for the Escambia County Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project.
  - 10. Ratifying the following May 16, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 302 Southeast Kalash Road:
    - A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Janet R. Thompson, the owner of residential property located at 302 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,137 representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and
    - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

### ASSUMPTION OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND CLOSURE TURF, LLC TO WATERSHED GEOSYNTHETICS, LLC

### WITNESSETH:

WHEREAS, on or about September 17, 2012, the County entered into a Long-Term Service Agreement with ClosureTurf, LLC, relating to landfill cover products at Saufley Field Road C&DD Landfill Closure Project (hereinafter referred to as the "agreement"); and

WHEREAS, incorporated by reference as Attachment D to the subject agreement, the County and ClosureTurf, LLC, further entered into a 10-year Limited Warranty Backed by Financial Assurance (hereinafter referred to as "Warranty") that provided for the following financial mechanisms: Surety Bond issued by Travelers Casualty and Surety Company of America for the first 5 years of certified closure; and a Corporate Guarantee provided by Shaw Industries, Inc. for the remaining 5 years of certified closure.

WHEREAS, ClosureTurf, LLC, subsequently filed Articles of Amendment to Articles of Organization formally changing the name of the entity to Watershed; and

WHEREAS, Watershed now desires to assume the rights, duties and obligations of ClosureTurf under the agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Watershed hereby agree as follows:

- 1. The agreement and corresponding warranty are hereby assumed by Watershed, and County consents, subject to the terms and conditions set forth in this Assumption. All rights, duties and obligations of ClosureTurf under the agreement and warranty shall become the right, duties and obligations of Watershed immediately upon the effective date of this Assumption.
- 2. County and Watershed agree to the assumption of the performance of the agreement and warranty by Watershed and to the release of ClosureTurf from any further performance under the agreement.

- 3. County and Watershed further agree, upon the effective date of this Assumption, the Corporate Guarantee previously provided by Shaw Industries, Inc., shall apply to the full faith and performance of the subject Agreement by Watershed as evidenced in the correspondence, dated March 8, 2013, attached hereto as Exhibit A.
- In addition, County and Watershed further agree, the warranty bond previously issued to ClosureTurf LLC, as principal, by Travelers Casualty and Surety Company of America (Bond No. 105810057) is hereby amended to reflect that the principal's name on the bond has changed as evidenced in the Rider, dated April 10, 2013. attached hereto as Exhibit B.
- The agreement 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 agreement 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 agreement, as amended by this Assumption.
- 6. This Assumption 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 Assumption 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 Assumption on the respective dates under each signature: Escambia County through and Watershed Geosynthetics LLC, formerly ClosureTurf LLC, signing by and through its President duly authorized to execute same.

By:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County

Gene M. Valentino, Chairman

Commissioners.

ATTEST: Pam Childers

(Seal)

Mannan .

Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal

sufficiency.

Date: /4/

Page 2 of 3

	By: May R. A.
Witness	Michael Ayers, President
Melissa A. Grace  Print Name	Date: 4-17-2013
and Baling Witness	
Curl Boling Print Name	

March 8, 2013

Escambia County, Florida 221 Palafox Place Pensacola, FL 32502

Re: Corporate Guaranty for Watershed Geosynthetics 10 Year Limited Warranty Backed by Financial Assurance Agreement for the Saufley Field Road C&DD Landfill

Dear Sir:

This letter confirms that Shaw Industries Group, Inc. ("Shaw"), will guarantee to Escambia County the full and faithful performance by Watershed Geosynthetics LLC, formerly known as Closure Turf LLC ("Watershed Geosynthetics") of all of the obligations to be carried out or performed by Watershed Geosynthetics under the terms and conditions of the 10 Year Limited Warranty Backed by Financial Assurance Agreement between Escambia County and Watershed Geosynthetics dated August 8, 2012 (the "Agreement").

No change, alteration or modification in the obligation of Watershed Geosynthetics under the Agreement shall operate to create any liability hereunder unless such change, alteration, or modification is agreed to in writing by Watershed Geosynthetics, Shaw and Escambia County.

This Guaranty is limited to a five (5) year period beginning on the expiration date of the five (5) year Surety Bond and ending five (5) years later.

Shaw's total obligation pursuant to this Guaranty shall not exceed \$880,000.00.

Sincerely,

SHAW INDUSTRIES GROUP, INC.

Gerald R. Embry

Vice President, Administration



### Travelers Casualty and Surety Company of America One Tower Square 3PB, Hartford, CT 06183

To be attac	ched to and form a part of	
Bond	No. 105810057	
Type of Bor	nd: Warranty Bond	
Dated:	August 13, 2012 (MONTH-DAY-YEAR)	
executed	by Closure Turf LLC PRINCIPAL)	, as Principal
and by T	Fravelers Casualty and Surety Company of America	, as Surety,
in favor of E	Escambia County, Florida (OBLIGEE)	
NOV bond has cha	W THEREFORE, it is understood and agreed that effective O anged	October 30, 2012, the Principal's name on the
From: Clo	sure Turf LLC	
To: Wat	tershed Geosynthetics LLC	
Nothing he stated.	erein contained shall vary, alter or extend any provision or condition	on of this bond except as herein expressly
This rider is effective	October 30, 2012 (MONTH-DAY-YEAR)	
Signed and	d Sealed April 10, 2013 (MONTH-DAY-YEAR)	
	Watershed Geosynthetics LLC a Georgia Limited Liability Company	
Ву:	Medeul F. Agran	
Ву:	Travelers Casualty and Surety Company of America (SURETY)  Multiple Watson, Attorney-in-Fact	

**EXHIBIT** 



### POWER OF ATTORNEY

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

225785

Certificate No. 005257851

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gary D. Eklund, Chaun M. Wilson, William G. Moody, D-Ann Kleidosty, Sylvia M. Ogle, and Tracey D. Watson

f the City of Atlanta ach in their separate capacity ther writings obligatory in th ontracts and executing or gua	e nature thereof on behalf	of the Companies in the	, seal and acknowled heir business of guar	ranteeing the fidelity of p	ognizances, condi- persons, guarantee	tional undertakings
N WITNESS WHEREOF, that of November	ne Companies have caused	this instrument to be s	igned and their corpo	orate seals to be hereto af	fixed, this	5th
	Farmington Casualty Fidelity and Guarant Fidelity and Guarant St. Paul Fire and Ma St. Paul Guardian In	y Insurance Compan y Insurance Underwi rine Insurance Comp	riters, Inc.	St. Paul Mercury Ins Travelers Casualty a Travelers Casualty a United States Fidelit	nd Surety Compand Surety Comp	any any of America
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tate of Connecticut lity of Hartford ss.			Ву: _	Robert L. Rand	ey, Senior Vice President	dent
On this the 5th the the Senior Vice President of Fire and Marine Insurance Corcasualty and Surety Company	npany, St. Paul Guardian In	isurance Company, St.	Paul Mercury Insura	ance Company, Travelers	Casualty and Sure	erwriters, Inc., St. I ty Company, Trave

58440-8-12 Printed in U.S.A.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.

### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this

\_day of \_\_April

, 20

Kevin E. Hughes, Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



### INVOICE

Mr. Brent Schneider	Project Number: CT/FL-004
Escambia County	P.O No.
13009 Beulah Rd.	Project Name: Saufley Landfill
Cantonment, FL. 32533	Invoice No. 21-12-1060

Email: bdschneider@co.escambia.fl.us Invoice Date: 12-21-2012 Phone: 850-937-2179 Company ID# 27-0736307

Cost of Surety Bond Including Risk Premium for the Escambia County Saufley Field Road C&DD Landfill Closure Project

Net Invoice Amount:	\$77,000.00
Total Due	\$77,000.00
Please pay to: Watershed Geosynthetics LLC	
Remit To: 11400 Atlantis Place	
Suite 200	

Alpharetta, Georgia 30022

### ARTICLES OF AMENDMENT

TO

### ARTICLES OF ORGANIZATION

1.

The name of the limited liability company is ClosureTurf LLC, a Georgia limited liability company (Control # 09038548).

2.

The date the Articles of Organization for ClosureTurf LLC were filed was May 12, 2009.

3.

Closure Turf LLC hereby changes its name, effective immediately, to Watershed Geosynthetics LLC.

IN WITNESS WHEREOF, the undersigned has executed this Articles of Amendment to Articles of Organization as of October 25, 2012.

M. Henry Day, Jr., Attorney-at-Law

State of Georgia Name Change 2 Page(s)



2012 OCT 30 /5:10: 02

### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

### <u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-18. Approval of Various Consent Agenda Items Continued
  - 9. Taking the following action regarding the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project (Funding: Fund 401, Solid Waste, Cost Center 230316, Object Code 56301):
    - A. Approving, and authorizing the Chairman to sign, the Assumption of Agreement between Escambia County, Florida and Closure Turf, LLC to Watershed Geosynthetics, LLC, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project; and
    - B. Approving, and authorizing the Interim County Administrator to execute, a Purchase Order to Watershed Geosynthetics, LLC, in the amount of \$77,000, for the cost of the Surety Bond Including Risk Premium for the Escambia County Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project.
  - 10. Ratifying the following May 16, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 302 Southeast Kalash Road:
    - A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Janet R. Thompson, the owner of residential property located at 302 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,137 representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and
    - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

### 5.0 COST OF FINANCIAL ASSURNACE

The County shall be responsible for reimbursing Company for the cost of the Surety Bond. The cost of the Surety Bond including the risk Premium as defined herein and provided in the attachments is \$77,000.

### 6.0 NO OTHER WARRANTIES

This Warranty is Company's sole and exclusive Financial Assurance hereunder. Notwithstanding anything set forth in this Agreement to the contrary, COMPANY MAKES NO WARRANTY THAT THE CLOSURETURF<sup>TM</sup> LANDFILL COVER SYSTEM SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES COMPANY MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT FOR THE WARRANTY. Company's liability and Escambia County's exclusive remedies hereunder are hereby limited to the repair and/or replacement of the ClosureTurf<sup>TM</sup> landfill cover system as set forth in Long-Term Service Agreement. Escambia County shall be entitled to no other remedies, whether in contract or tort, except as provided herein.

### 7.0 MODIFICATIONS

This Warranty, together with Escambia County's standard terms and conditions of sale, the Long-term Service Agreement, the manufacturer's installation requirements, material specifications, Quality Assurance Plan, and repair and replacement requirements are the complete, final, and exclusive Agreement of the parties with respect to the quality and performance of the ClosureTurf<sup>TM</sup> landfill cover products, and any and all representations and warranties concerning the same. None of the provisions of this Agreement may be changed, modified, amended, or supplemented except by a written instrument signed by an authorized representative of both parties hereto.

### 8.0 WAIVER

No failure or delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by either party hereto preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

### 9.0 GOVERNING LAW

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by Florida law.

### 10.0 SEVERABILITY

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

### 15.0 ACCEPTANCE

The foregoing Agreement and Attachments are hereby duly accepted and shall become a binding Agreement upon approval.

### ACCEPTED BY:

I have read and agree to the terms and conditions of the Agreement:

	<b>Escambia County Board of County Commissioners</b>
ATTEST: Ernie Lee Magaha Clerk of the Circuit Court	Wilson B. Robertson, Chairman
Deputy Clerk	Date: September 17, 2013  This document approved as to form and legal sufficiency.
SEAL SEAL SEAL 17.2012	By: Title: H. T. T. Date: CLOSURE TURF LLC
Witness: In L Mut Print Name: VOSE DREUTA	As the Duly Authorized Representative of Closure Turf LLC
Witness: Last Boling Print Name: Cart Boling	NAME: Michael R. Ayers
	TITLE: <u>President</u> DATE: 7-12-2012



### **INVOICE**

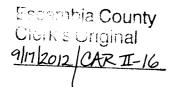
Mr. Brent Schneider Escambia County 13009 Beulah Rd. Cantonment, FL. 32533	Project Number: CT/FL-004 P.O No. Project Name: Saufley Landfill Invoice No. 21-12-1060
Email: <a href="mailto:bdschneider@co.escambia.fl.us">bdschneider@co.escambia.fl.us</a> Phone: 850-937-2179	Invoice Date: 12-21-2012 Company ID# 27-0736307
Cost of Surety Bond Including Risk Premium Field Road Cⅅ Landfill	
<b>Net Invoice Amount:</b>	\$77,000.00
Total Due	<u>\$77,000.00</u>
Please pay to: Watershed Geosynthetics LLC	

**Remit To:** 

**Suite 200** 

11400 Atlantis Place

Alpharetta, Georgia 30022



### $ClosureTurf^{TM}$

### LONG-TERM SERVICE AGREEMENT

### 1.0 AGREEMENT

Closure Turf LLC, a Georgia limited liability company ("Company"), hereby agrees to provide to Escambia County the services provided in this Agreement for the Closure Turf landfill cover products at Saufley Field Road C&DD Landfill Closure Project, further described in the Florida Department of Environmental Protection (FDEP) Approval of Alternate Procedures Case No. SWAP10-2. This Agreement is specific and limited to the terms of coverage, performance conditions, specifications, limitations, inspections, claims, and remedies set forth herein. This Agreement applies only to the Closure Turf landfill products. For reference, the individual product components and acceptable variations meeting the requirements as specified by Company, are noted below:

- (1) Geomembrane: The lower geomembrane shall consist of Agru 50-mil LLPDE Super Gripnet geomembrane meeting requirements of the material specifications included in Attachment A and shall be structured to provide for drainage on top and high friction spikes below. The membrane shall be installed in conformance with the material manufacturer instructions. The geomembrane shall be continuously welded in accordance with the manufacturer specifications.
- (2) Synthetic Turf: The synthetic turf shall consist of artificial grass composed of green polyethylene fibers with a length of 2 2.5 inches tufted (pile height 1.25 inches) into two layers of woven geotextiles backing meeting requirements of the material specifications included in Attachment A.
- (3) Ballast Sand Infill: The sand aggregate to be used shall consist of highly permeable silica sand with a well-graded cumulative particle-size distribution curve meeting the gradation requirements of the material specifications included in Attachment A. Variations including mixing in cement or pozzolonic material with the sand (i.e. HydroBinder<sup>TM</sup> component of HydroTurf<sup>TM</sup> see specifications provided in Attachment A) are also covered by this Agreement.

### 2.0 AGREEMENT PERIOD

The applicable Agreement period of 30 years begins when Escambia County accepts ownership of the ClosureTurf<sup>TM</sup> installation (the "Agreement Period"), products supplied by Company have been paid for in full, and the Warranty and the Ballast Sand Infill Replacement Services Purchase Order have been executed by all parties and associated costs have been paid by Escambia County. Escambia County will be deemed to accept ownership of the ClosureTurf<sup>TM</sup> installation when Company provides written acknowledgement that Company has received the Construction Quality Assurance report(s) that document the completion of the installation and required third-part observations and installation testing and FDEP has acknowledged to

Escambia County the official date of closing in writing. Escambia County is responsible for obtaining approvals from FDEP for installing the landfill cover products.

### 3.0 TERMS OF COVERAGE

Subject to the terms, conditions, and limitations contained in this Agreement, Company warrants to Escambia County (the "Warranty") that during the Agreement Period the ClosureTurf<sup>TM</sup> landfill cover products will maintain stability, tensile strength, ballast sand infill embedment, and installation position for its intended use as a landfill cover system in compliance with the performance conditions and limitations set forth in Sections 3.1 and 3.2 below (collectively, the "Performance Conditions").

Escambia County warrants that all materials, equipment, installation, placement, seaming, repairing, and anchoring of the product shall be in accordance with manufacturer's specifications (Attachment B), testing procedures, and construction quality assurance plan (Attachment C). Repair and remedy of installation defects shall be the responsibility of the Contractor in accordance with the Contractor's Warranty.

### 3.1. PERFORMANCE CONDITIONS

The terms of coverage of this Agreement are that ClosureTurf<sup>TM</sup> shall perform as a landfill cover meeting the requirements of the FDEP-approved Closure Plan and the performance conditions listed below:

### 3.1.1. ClosureTurf<sup>TM</sup> Will Retain Strength and Stability

ClosureTurf<sup>TM</sup> components shall be deemed to have maintained their required tensile strength and stability when:

- The green yarns of the synthetic turf grass maintains its tensile strength to be greater than 25% of the minimum required value in accordance with ASTM D 2256, as shown in the Material Specifications (Attachment A).
- The synthetic turf maintains an average yarn count of 4000 in accordance with ASTM D1907, as shown in the Material Specifications (Attachment A).
- The geotextile backing maintains its tensile strength to be greater than 25% of the minimum required value in accordance with ASTM D4595, as shown in the Material Specifications (Attachment A).
- The structured geomembrane maintains its tensile strength and elongation properties to be greater than 50% of the minimum required values in accordance with ASTM D6693 as shown in the Material Specifications (Attachment A).

• The structured geomembrane maintains its tear resistance properties to be greater than 50% of the minimum required values in accordance with ASTM D1004 as shown in the Material Specification (Attachment A).

### 3.1.2. Ballast Sand Will Retain Embedment and Stability

ClosureTurf<sup>TM</sup> will be deemed to have maintained its ballast sand infill embedment and stability if the average thickness of the ballast sand is one quarter of an inch over a selected landfill inspection area (no less than one acre) and no 1000 square foot area shall be absent of infill sand allowing the woven geotextile to be visible.

### 3.1.3. Product Components Will Remain In Place

The product components will remain in place to the limits of construction reflected in the Record Drawing plans and project construction documents. The criteria for determining if the material has remained in place are: (1) the Synthetic Turf component shall not move or shift to expose the underlying structured geomembrane; and (2) the geomembrane shall not move or shift to expose the underlying soil or waste.

### 3.2. PERFORMANCE LIMITATIONS

This Agreement does not apply (i) if ClosureTurf<sup>TM</sup> is used for any application other than landfill cover system without prior specific approval by Company, (ii) to any damage caused during or on account of improper installation or repairs by non-certified ClosureTurf<sup>TM</sup> installers, or (iii) to the extent that any defect or damage is caused by:

- (a) Burns, cuts, vandalism, abuse, negligence, or neglect;
- (b) Modifications to the stormwater conveyance systems after installation not approved by Company;
- (c) Sustained wind as recorded by the National Weather Service (NWS) recording station at the Pensacola Regional Airport (<a href="http://www.weather.gov/obhistory/KPNS.html">http://www.weather.gov/obhistory/KPNS.html</a>) in excess of 120 mph for more than 1 hour.
- (d) Peak wind as recorded by the National Weather Service (NWS) recording station at the Pensacola Regional Airport (<a href="http://www.weather.gov/obhistory/KPNS.html">http://www.weather.gov/obhistory/KPNS.html</a>) in excess of 150 mph;
- (e) Rainfall as recorded by the NWS recording station at the Pensacola Regional Airport (<a href="http://www.weather.gov/obhistory/KPNS.html">http://www.weather.gov/obhistory/KPNS.html</a>) in excess of 5 inches per hour;
- (f) Flooding outside the limits of the stormwater structures at the site;

- (g) The surface being used for a purpose other than that for which it was designed and installed;
- (h) Application of chemicals outside the design tolerances of the product components of ClosureTurf<sup>TM</sup>:
- (i) Failure to properly limit vehicle traffic over ClosureTurf<sup>TM</sup> other than for maintenance and inspection; and
- (j) Failure to limit vehicle traffic over ClosureTurf<sup>TM</sup> to less than 1 average trip per week.
- (k) Damage resulting from incorrect handling, storage and deployment or installation that does not meet the requirements of the project's Construction Quality Assurance Plan (Attachment C) regardless of the time of discovery.
- (l) All acts of God not covered in this agreement, or any other acts beyond the reasonable control of Company.

### 4.0 ONE-YEAR COMPLIANCE PERIOD

The first year of installation shall be a period of compliance review allowing observation of the installation performance. During the first year of closure, Escambia County shall perform quarterly inspections and investigate unusual conditions at Escambia County's expense. Escambia County shall provide inspection reports to Company. Areas that show ballast sand infill loss or unusual wear of the ClosureTurf<sup>TM</sup> product components shall be documented and repaired immediately by the Contractor under the conditions of the Contractor's Warranty or by Escambia County. Company shall provide repair materials at cost upon request by Escambia County. Installation of HydroTurf<sup>TM</sup> shall be an acceptable repair.

### 5.0 INSPECTIONS

Inspections will be conducted by Escambia County at Escambia County's expense during the Agreement Period. Inspections will occur annually and when necessary to investigate unusual conditions. Inspections will include visual observations, sand-thickness measurements, and sampling and testing of the ClosureTurf<sup>TM</sup> product components. Testing shall be performed by a Geosynthetic Institute (GSI) accredited laboratory (<a href="http://www.geosynthetic-institute.org/gai/lab.htm">http://www.geosynthetic-institute.org/gai/lab.htm</a>). Results of the inspections (including testing showing failure as defined in Section 3.0) conducted by Escambia County will be the basis for determination of liability and claims under this Agreement.

### 5.1 INSPECTION SCHEDULE

Escambia County may conduct inspections at any time. ClosureTurf<sup>TM</sup> product component samples may be taken by Escambia County for strength testing based on Escambia County's

visual observations. Conforming sample locations shall be repaired by Escambia County by a certified ClosureTurf<sup>TM</sup> installer.

### 5.2 INSPECTION PROCEDURES

Escambia County or Escambia County's agents will inspect ClosureTurf<sup>TM</sup> landfill cover products. The inspection will include (1) documenting general site conditions observed by conducting a walk-through of the site, (2) measuring ballast sand infill thickness, (3) sampling and testing of the product components, and (4) reporting the results to Company. Inspection procedures are listed in this Section 5.2 and 5.3 below in terms of the Warranty performance conditions.

Sampling and testing will be performed based only on visual indication of change or loss of strength.

### 5.2.1 Strength and Stability

Inspections may include sampling and testing product components for strength and stability. Where Escambia County observes any change in condition of the product components, a test sample of the product may be removed from the landfill cover system for laboratory strength testing in accordance with the requirements listed in Attachment A.

The testing laboratory will be selected by Escambia County and shall be a GSI accredited laboratory (<a href="http://www.geosynthetic-institute.org/gai/lab.htm">http://www.geosynthetic-institute.org/gai/lab.htm</a>). The tests will be paid for by Escambia County. The sample locations will be repaired by a certified ClosureTurf<sup>TM</sup> installer at Escambia County's expense. Repairs shall meet the specification requirements (Attachments A and B). Repairs of sample locations shall not void this Agreement or the Performance Conditions.

If the tests results are below the Performance Conditions then Escambia County may make a claim under this Agreement and Company shall repair or replace the ClosureTurf<sup>TM</sup> landfill cover products in accordance with Sections 6.2 or 6.3 below.

### 5.2.2 Ballast Sand Embedment and Stability

Inspections will include measurement of ballast sand infill. Escambia County will measure and record the thickness of the ballast sand infill at a minimum of 20 locations per selected landfill inspection area of no less than one acre. The inspection area(s) will be determined by Escambia County based on visual observations of wear, weathering, or other change in conditions. The inspection area will not be less than one acre. Escambia County will choose the thickness measurement locations within the inspection areas. The thickness measurement locations will be recorded by a hand-held Global Positioning System device or by measurements from known markers and recorded on a site plan.

If the average thickness of ballast sand infill of each inspection area is less than 0.25 inch or if any approximately 1000 square foot inspection area has no ballast sand infill, then Escambia County may make a claim under this Agreement and Company shall repair or replace the Ballast Sand Infill in accordance with Sections 6.2 or 6.3 below.

### 5.2.3 Product Components

Inspections will include visual observations of the landfill cover system surface to observe damage, displacement, or movement. Locations of damage, displacement, or movement will be documented by Escambia County by a hand-held Global Positioning System device or by measurements from known markers and recorded on a site plan.

If the synthetic turf has been damaged, displaced, or moved allowing the geomembrane to be exposed, Escambia County will sample and test the exposed geomembrane. The exposed geomembrane will be sampled and tested at the discretion of the County to determine the strength and stability as listed in Attachment A.

The testing laboratory will be selected by Escambia County and shall be a GSI accredited laboratory (<a href="http://www.geosynthetic-institute.org/gai/lab.htm">http://www.geosynthetic-institute.org/gai/lab.htm</a>). The tests will be paid for by Escambia County. Escambia County may choose to select additional samples of ClosureTurf TM product components at anytime for laboratory testing. The sample locations will be repaired by a certified ClosureTurf installer at Escambia County's expense. Repairs of sample locations shall not void this Agreement or the Performance Conditions.

If the test results are below the required test values listed above, then Escambia County may make a claim under this Agreement and Company shall repair or replace the ClosureTurf<sup>TM</sup> landfill cover products in accordance with Sections 6.2 or 6.3 below.

### 5.3 COMPANY INSPECTION SCHEDULE

Company may conduct independent inspections and may be present during inspections by Escambia County. Company shall notify Escambia County a minimum of two weeks before scheduling an independent inspection of the ClosureTurf<sup>TM</sup> landfill cover system and product components. Company shall immediately report inspection results to Escambia County. Escambia County's inspections shall be the basis of claims. A claim may be reviewed based on the results of the Company's retest as described below.

If an inspection test performed in accordance with Section 5.0 fails, Company may conduct independent sampling and testing at Company's expense. Sample locations selected by Company will be repaired by Company at Company's expense. Sample location repairs shall be performed by a certified ClosureTurf<sup>TM</sup> installer meeting requirements of Attachments A and B and shall be certified in writing by Company. Sample location repairs performed by Company or Company's agents shall not void this Agreement or the Performance Conditions. Company shall document all sampling procedures, sampling locations, testing procedures, testing results, sample

location repairs, repair procedures, and repair locations. If there is a discrepancy between Escambia County test results and Company test results, Company may have additional verification testing performed by the GSI laboratory or Company may verify proper calibration of testing equipment at Company's expense. Escambia County shall perform additional testing if testing equipment is shown to be improperly calibrated or conducted in accordance with GSI standards. The properly calibrated GSI test results shall be the basis of claims. Testing shall be completed within 90 days of notice of claim.

### 6.0 REMEDY

If ClosureTurf<sup>TM</sup> fails to perform in accordance with the Performance Conditions during the Agreement Period, Company shall provide materials and labor to repair or replace the ClosureTurf TM landfill cover system and the ClosureTurf TM product components as set forth in Sections 6.2 and 6.3 below. Repair and replacement of any portion of the ClosureTurf landfill cover system will, upon mutual agreement, be performed directly for Escambia County by a third party installer meeting the material specifications (Attachment A) and installation specifications (Attachment B) and Company shall reimburse Escambia County its related costs for repair and replacement, or Company shall provide such repair and replacement directly. Any installer performing repairs and replacement shall provide a one-year written Warranty to Escambia County for installation. Upon completion of repairs and/or replacement Company shall provide written documentation that installer has completed installation. Repair and replacement of any portion of the ClosureTurf landfill cover system and components shall not void this Agreement or the Performance Conditions.

#### 6.1 NOTIFICATION OF CLAIMS

Claims under this Agreement must be submitted in writing within 60 days after discovery of the defect to:

ClosureTurf LLC, Attention: Delaney Lewis 11200 Atlantis Place, Suite E Alpharetta, Georgia 30022

Company shall respond in writing to all claims within 60 days of receiving claims. The response shall include a schedule for Company Inspections in accordance with Section 5.3 and a repair and replacement schedule.

Company shall provide ballast sand infill materials and labor for the 30-year Agreement Period to meet requirements of Sections 6.2 and 6.3 below in accordance with the Ballast Sand Infill Replacement Services purchased by Escambia County for a cost of \$48,000 and agreed to by Company as part of the materials purchase agreement . Escambia County will initially purchase and store on-site 200 CY of sand meeting the project specifications for use by Company as ballast sand infill.

### 6.2 REPAIR

Company at its sole cost shall repair and replace the ClosureTurf<sup>TM</sup> landfill cover system or the product components that fail to perform in accordance with this Service Agreement. Escambia County shall approve any area to be repaired and replaced.

Under no circumstances will Company assume liability for consequential damages due to defective geomembrane or incorrect installation.

The area to be repaired shall be defined as the area between the passing samples or measurements as determined by the inspections. Repair and replacement of ClosureTurf<sup>TM</sup> or acceptable variations shall meet specifications (Attachments A and B) including the following:

- Removing or repairing the failing ClosureTurf<sup>TM</sup> or product components including geomembrane, geosynthetic turf system, and ballast sand infill.
- Repairing and cleaning geomembrane to meet the requirements of the material specifications.
- Installing new ClosureTurf<sup>TM</sup> product components in accordance with manufacturer's requirements.
- Seaming and securing ClosureTurf<sup>TM</sup> to the existing ClosureTurf<sup>TM</sup> in accordance with the manufacturer's requirements.
- Replacing ballast sand infill and providing confirmation measurements documenting ballast sand infill thickness and showing measurement locations on a site plan.
- Certifying repairs and installations in writing.

### 6.3 COMPLETE REPLACEMENT

Complete replacement of the ClosureTurf<sup>TM</sup> landfill cover system or product components shall be required under the conditions listed in Table 1.

Table 1	Complete Replacement Requirements		
Within Time	Total Repaired or		
Limit of	Replaced Net Area		
(years)	(%)	Complete Replacement Requirements	
5	50	FDEP Rule 62-701.600 FAC (2 feet thick cover soil and sod)	
3	50	or with Alternate Procedures approved by FDEP	
10 75		FDEP Rule 62-701.600 FAC (2 feet thick cover soil and sod)	
10	73	or with Alternate Procedures approved by FDEP	

The total repaired or replaced product component areas is calculated as the total sum of repaired or replaced areas as documented by Escambia County during the time limit specified, less any repaired or replaced product component areas which have functioned properly for over one year as a percentage of the total landfill surface area (25 acres). If the total sum of repair and replacement areas documented by Escambia County exceeds the total areas as a percentage of the 25 acre landfill cover area for the project as detailed in Table 1, Company shall provide materials and installation for the complete replacement of the landfill cover products. Any replaced material which functions properly for a period of one year shall not be included in the total sum of repaired or replaced areas used in this Agreement. Company shall have the right to contract for any soil cover required meeting FDEP Rule 62-701.600(3) (g) 2, FAC as a result of a replacement under Section 6.2.

If complete replacement is required within the first 5 years of the closure based on the occurrence of a net 50% repaired or replaced areas, the replacement shall be using a FDEP-prescribed cover system as defined in Rule 62-701.600(3) (g)2, FAC. Company has the option to replace the synthetic turf and replace the ballast sand in-fill with a sand and cement mixture (HydroBinder<sup>TM</sup> and HydroTurf<sup>TM</sup>) meeting manufacturer's material and installation specifications (Attachment A). This replacement includes removal of the ClosureTurf<sup>TM</sup> product components. However, if the structured geomembrane has retained its strength, and it is agreed to by Escambia County, it may be left in-place. If the structured geomembrane is left in-place it shall be covered with a non-woven protection geotextile meeting the manufacturer's requirements for Super Gripnet Geomembrane final cover system (Attachment A). The two-feet of soil cover and sod shall be placed over the geotextile in accordance with manufacturer's specifications. Company shall provide closure certification documents such that Escambia County will be able to obtain closure certification in accordance with the requirements of FDEP Rule 62-701.600(6). Company shall have no financial obligation or performance of post-closure maintenance for closure areas that have been replaced with a FDEP prescribed soil cover.

Between 5 years and 10 years after of closure and the occurrence of a net 75% of repaired or replaced areas, Company shall provide materials and installation for the partial or complete replacement of the final cover using ClosureTurf<sup>TM</sup> or a FDEP-prescribed cover system, based on Company's choice and approval of Escambia County. Product components shall meet the manufacturer's specified material specifications, installation requirements, and quality assurance plan. Company has the option to replace the synthetic turf and replace the ballast sand in-fill with a sand and cement mixture (HydroBinder<sup>TM</sup> and HydroTurf<sup>TM</sup>) meeting manufacturer's material and installation specifications (Attachment A). Company shall provide written documentation that an installer has completed installation and Company shall provide closure certification documents such that Escambia County will be able to obtain closure certification in accordance with FDEP Rule 62-701.600(6). Complete replacement using ClosureTurf<sup>TM</sup> or HydroTurf<sup>TM</sup> shall not void this Agreement or the Performance Conditions.

Following 10 years of closure, complete replacement is not required. Company shall continue repair and replacement in accordance with this Service Agreement for the 30-year Agreement period.

### 6.4 NON-WARRANTY REPAIRS

If failure of the ClosureTurf<sup>TM</sup> landfill cover system and product components occurs under conditions not covered by this Agreement – repairs will be the responsibility of Escambia County. Repairs will be performed by a certified ClosureTurf<sup>TM</sup> installer using ClosureTurf<sup>TM</sup> product components meeting the material and repair specifications (Attachments A and B). Contractor performing repairs and replacement shall provide a one-year written Warranty to Escambia County for installation. Company will be notified of the repairs and Company shall provide written notice of acceptance after inspection. Repairs performed by Escambia County or Escambia County's agents shall not void this Agreement or the Performance Conditions as long as the material and repairs meet the specifications included in Attachments A and B.

### 7.0 FINANCIAL ASSURANCE

Company and Escambia County shall have a Financial Assurance Agreement (Attachment D) covering the first 10 years of closure to protect Escambia County from risk of Company failing to meet the requirements of this Service Agreement. In addition, Escambia County intends to purchase Ballast Sand Infill Replacement Services from Company that covers ballast sand replacement costs over the total 30-year Service Agreement period. Ballast Sand Infill and acceptable variations provided under this Agreement shall meet the requirements of Attachments A and B.

### 8.0 PRODUCT PATENTS

Company is the owner or licensee of the ClosureTurf<sup>TM</sup> U.S. Patents and HydroTurf<sup>TM</sup> patent pending for its waste-site cover-system technology. Except to the extent such infringement is attributable to Escambia County, Company hereby covenants and agrees to indemnify and hold Escambia County, its elected officials and employees, harmless from all claims, demands and/or suits against Escambia County by third parties for actual or alleged infringement of a patent, trademark, copyright or other intellectual property right used in the ClosureTurf<sup>TM</sup> landfill cover system (collectively, "Claims"). Company agrees to indemnify Escambia County for (i) damages awarded against Escambia County as a result of a Claim, and (ii) Escambia County's court costs and reasonable expenses directly related to defense of a Claim including, without limitation, Escambia County's reasonable attorneys' fees actually incurred in connection therewith. Company's obligations to defend and indemnify Escambia County pursuant to this provision are conditioned upon (a) Escambia County giving Company prompt written notice of a Claim, (b) Escambia County giving Company complete control of and reasonable assistance with the defense and settlement of the Claim, and (c) Escambia County not settling or compromising the Claim without Company's consent, which shall not be unreasonably withheld.

### 9.0 LIMITATION OF LIABILITY

In no event shall Company be liable, whether in contract or tort (including negligence) or under any other legal theory (including strict liability), for lost profits or revenues; loss of use or similar economic loss; or for indirect, special, incidental, consequential, punitive, or similar damages under this Agreement, even if Company has been advised of the possibility thereof.

### 10.0 NO OTHER WARRANTIES

This Agreement is Company's sole and exclusive Warranty hereunder. Notwithstanding anything set forth in this Agreement to the contrary, COMPANY MAKES NO WARRANTY THAT THE CLOSURETURF<sup>TM</sup> LANDFILL COVER SYSTEM SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES COMPANY MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT FOR THE WARRANTY. Company's liability and Escambia County's exclusive remedies hereunder are hereby limited to the repair and/or replacement of the ClosureTurf<sup>TM</sup> landfill cover system as set forth in Section 6.2 and 6.3 above. Escambia County shall be entitled to no other remedies, whether in contract or tort, except as provided herein.

### 11.0 MODIFICATIONS

This Agreement, together with Escambia County's standard terms and conditions of sale, the manufacturer's installation requirements, material specifications, Quality Assurance Plan, and repair and replacement requirements are the complete, final, and exclusive Agreement of the parties with respect to the quality and performance of the ClosureTurf<sup>TM</sup> landfill cover system, and any and all representations and warranties concerning the same. None of the provisions of this Agreement may be changed, modified, amended, or supplemented except by a written instrument signed by an authorized representative of both parties hereto.

### 12.0 WAIVER

No failure or delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by either party hereto preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

### 13.0 GOVERNING LAW

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by Florida law.

### 14.0 SEVERABILITY

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

### 15.0 ACCEPTANCE

The foregoing Agreement and Attachments are hereby duly accepted and shall become a binding Agreement upon approval.

**Escambia County** 

**Board of County Commissioners** 

### ACCEPTED BY:

I have read and agree to the terms and conditions of this Agreement:

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court	Wilson B. Robertson, Chairman
SEAD Faus  SEAD From House  Peputy Clerk  Peputy Clerk  One Description  BCC Approved: 09-17-2012  Date Executed  Section 17, 2012	This document approved as to form and legal sufficiency.  By:  Title:  Date:  CLOSURETURE LLC.
Witness: Two L Mint  Print Name: Two Univi is  Witness: (int Billing  Print Name: (int Billing)	As the Duly Authorized Representative of ClosureTurf LLC  NAME: Michael R. Ayers  TITLE: President  DATE: 9-12-20/2

# **ATTACHMENTS**

ATTACHMENT A - MATERIAL SPECIFICATIONS.

ATTACHMENT B – REPAIR AND REPLACEMENT SPECIFICATIONS.

ATTACHMENT C – CONSTRUCTION QUALITY ASSURANCE PLAN

ATTACHMENT D – FINANCIAL ASSURANCE AGREEMENT.

# ATTACHMENT A MATERIAL SPECIFICATIONS

Property (50 mil Super Gripnet)	Test Method	Values	
Thickness (min. ave.), mil (mm)	ASTM D5994	50 LLDPE (1.25)	50 HDPE (1.25)
Drainage Stud Height (min. ave.), mil (mm)	ASTM D7466	145 (3.68)	145 (3.68)
Friction Spike Height (min. ave.), mil (mm)	ASTM D7466	175 (4.45)	175 (4.45)
Density, g/cc	ASTM D792, Method B	0.939 (max.)	0.94 (min.)
Tensile Properties (ave. both directions)	ASTM D6693, Type IV		
Strength @ Yield (min, ave.), lb/in width (N/mm)	2 in/minute	N/A	95 (16.6)
Strength @ Break (min. ave.), Ib/in width (N/mm)	2 in/minute	105 (18.4)	105 (18.4)
Bongation @ Break (min. ave.), % (GL=2.0in)	5 specimens in each direction	300	200
Tear Resistance (min. ave.), ibs, (N)	ASTM D1004	30 (133)	38 (169)
Puncture Resistance (min. ave.), Ibs. (N)	ASTM D4833	55 (245)	80 (356)
Carbon Black Content (range in %)	ASTM D4218	2-3	2-3
Carbon Black Dispersion (Category)	ASTM D5596	Only near spherical agglomerates	
		for 10 views: 9 views in Cat. 1 or 2,	and 1 view in Cat 3
Stress Crack Resistance (Single Point NCTL), hours	ASTM D5397, Appendix	N/A	300
Oxidative Induction Time, minutes	ASTM D3895, 200°C, 1 atm O2	≥100	≥100
Melt Flow Index, g/10 minutes	ASTM D1238, 190°C, 2.16kg	≤1.0	≤1.0
Oven Aging	ASTM D5721	60	80
with HP OIT, (% retained after 90 days)	ASTM D5885, 150°C, 500psi O2		
UV Resistance	GRI GM11	20hr. Cycle @ 75°C/4 hr. dark con	densation @ 60°C
with HP OIT, (% retained after 1600 hours)	ASTM D5885, 150°C, 500psi O2	35	50
2% Secant Modulus (max.), Ib/in. (N/mm)	ASTM D5323	3000 (520)	N/A
Axi-Symmetric Break Resistance Strain, % (min.)	ASTM D5617	30	NA

Property (Turf Component)	Test Method	Values
Yam count (Denier)	ASTM D1907	8,000 (min. 7300)
Tensile Grass @ Break lbs. (N)	ASTM D2256	20 lbs. (88) ±5 lbs.
Elongation @ Break %	ASTM D2256	30-80%
Shrinkage @ 90°C	N/A	N/A
Tape Thiokness (micron)	ASTM D3218	100 (Varies based on olient request)
Width (mm)	N/A	9±1%
Coating Temp.	N/A	N/A
Yam Weight Minimum (grams per sq. cm)	ASTM D5261	19 oz./sy (0.063)
Double 13/18 Pic Polybag (grams per sq. cm)	ASTM D5261	6 oz./sy (0.020)
Product Weight w/o ballast (grams per sq. cm)	ASTM D5261	23 oz/sy (0.080)±1%
Pile Height Minimum (cm)	Varies on client request	1.25 in. (3.17)
Tufting Gauge (cm)	N/A	.75 in. (1.9)±1%
CBR Puncture	ASTM D6241	650lb., Min.
Tensile Product	ASTM D4595	1,000 lb./ft., Min.
Transmissivity with underlying structured geomembrane	ASTM D4716	2.5E-03 m <sup>2</sup> /sec., Min.
Normal stress 50 psf and 0.33 gradient (m <sup>2</sup> /sec)		
Internal Friction of combined components	ASTM D5321	35", Min.
UV Resistance & Stability. Tensile testing after weathering	ASTM G147 (02)	55% Retained Strength, Min.
Climate Zone 200W/m <sup>2</sup> 30 years exposure – accelerated or projected		•
Sand in-fill Gradation and Ballast	ASTM D 6913	SP/SW at a minimum of .5" thick of source material &

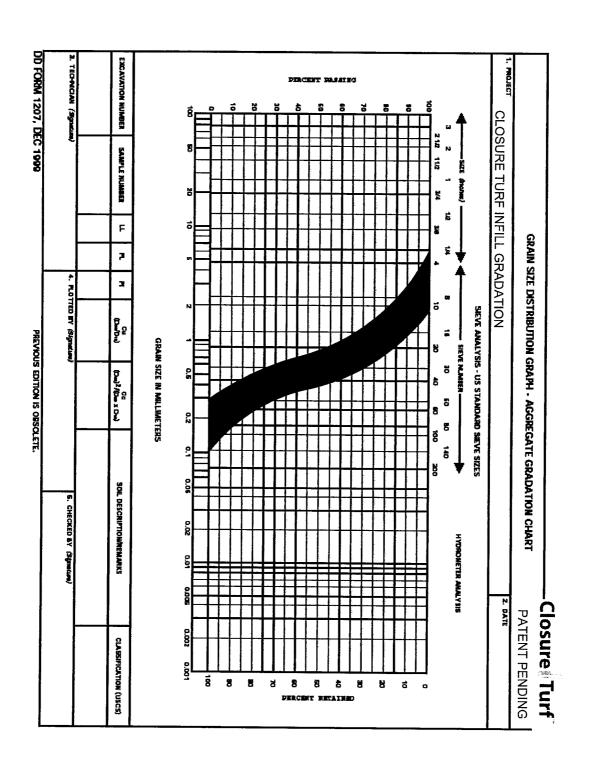
### Supply Information (Standard Roll Dimensions)

Thickness	Thic mil	kness mm	Wi ft	dth m	Le: ft	ngth m	Area (a ft²	pprox.) m²	Weight lbs	(average) kg
Super Gripnet	50	1.25	23	7	300	91.44	6,900	640	2,855	1,300
Turf Component	N/A	N/A	15	4.6	300	91.44	4,500	418	840	381

ballast weight to be determined based on site specific conditions.

### $\textbf{ClosureTurf}^{tm}$

3005 Breckinridge Blvd. Suite 240 Duluth, Georgia 30096 (o) 678-380-6416 (f) 678-380-9171 (m) 770-845-8043 www.ClosureTurf.com



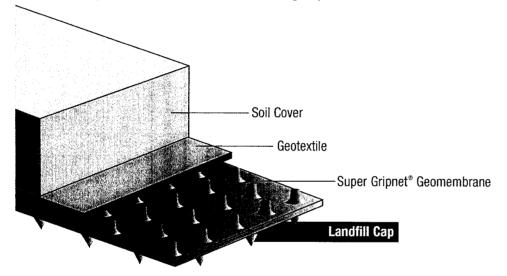




# Super Gripnet® Geomembrane

Applications for HDPE and LLDPE Agru Super Gripnet® include projects where drainage and high interface friction as well as cost savings are critical i.e. landfill caps, landfill slopes and mining reclamation projects. Recent bids for installations have indicated cost savings of over \$3,000.00 per acre with the use of Super Gripnet® as a replacement for traditional geocomposite overlying a textured geomembrane.

Agru America's structured geomembranes are manufactured on state-of-the-art manufacturing equipment using a flat cast extrusion manufacturing process as opposed to blown film extrusion. Agru America uses only the highest grade of HDPE and LLDPE resins manufactured in North America. The structured geomembrane is manufactured by a continuous horizontal flat die extrusion into profile rollers. The machined rollers give the product the final structured surface with drainage studs and spikes which are an integral (homogenous) part of the liner and have a smooth edge for on site welding. This process provides a consistent core thickness resulting in higher sheet tensile strength, consistent high profile texturing resulting in higher interface friction capabilities as well as consistent drain capacity.



### Interface Shear - Cap Loading Conditions ASTM D 5321

Soil/Grip Liner Surface	P	LD	
Coarse Sand	35°	31°	
Glacial Till	38°	34°	
Silty Sand	28°	26°	
Non Woven GT	31°	26°	

Soil/Drain Liner Surface with GT	•	
Coarse Sand	30°	30°

Note: The above values are representative friction angles only. It is recommended that site specific conformance testing be carried out using the actual soils, geosynthetics and loading conditions for a specific project.

P = Maximum or Peak Interface Shear Value in degrees LD = Large Displacement Interface Shear Value in degrees GT = Geolextile

- Combines Drainage with Shear Resistance
- High Water Flow Rate on Top Side
- Spike/Texture Bottom
- Consistent Drain and Structure Pattern
- Combine with Smooth
- Combine with Fabric



US Patent - No. 5,258,217

Super Gripnet<sup>®</sup> Geomembrane

The machine rollers provide the final structured surface with a 3.6 mm (0.145 in.) high studded drain surface on the top side and 4.4 mm (0.175 in.) high spiked friction surface on the bottom side. The 7 m (23 ft.) wide rolls of finished product include a smooth edge on both sides of the roll for ease of thermal welding in the field. Due to the molded structure, core thickness does not vary as with blown film textured sheet, thus mechanical properties of the sheet are not affected. In addition, the consistent high profile texture insures optimum interface friction characteristics at any point on the sheet surface.

The top surface integral drain structure consists of 3.2 mm (0.13 in.) diameter studs 3.6 mm (0.145 in.) in height and spaced on a diamond pattern of 12.5 mm (0.5 in.) spacing. A filter/protection geotextile is required to be placed on the drain profile. The geotextile is heat set on one side (placed against the drain structure) to reduce intrusion into the drain. Large-scale flow rate testing with this configuration, overlying soils and expected normal loads resulted in high planar flow rates.

The bottom spiked friction surface with 4.4 mm (0.175 in.) high spikes and patterned texture provides maximum interface friction and high factor of safety against sliding.

Thus, the Super Gripnet<sup>®</sup> Liner is a synthetic drainage media which has decided advantages over conventional geocomposites:

- Cost Savings The drain media and liner are one and installed as one panel
  - No waste due to fitting of geocomposite sections or discarding roll ends
- Improved Planar Flow Less reduction for chemical/biological clogging considerations
- Consistent Material Studs and spikes (drainage and friction) totally integrated with the geomembrane
- High Interface Shear Exceptional shear resistance between soil & geotextile components allows flexibility and stability during protective cover material placement
- Meets/exceeds Project Requirements Excellent fluid barrier
  - Excellent drainage medium
  - Excellent friction characteristics

Agru's Super Gripnet® geomembrane is a high performance liner system with integrated top surface drainage supplying the functional needs for any project with the added benefit of substantial cost savings.

# Why specify or use anything else!

Agru has over 20 years experience with Geomembranes and 50 years experience with Thermoplastic Extrusion Agru offers a wide range of concrete protective liners (Sure Grip), pipe fittings and semi-finished materials.





Earth Armoring
Specifications Guideline
Erosion Control Systems

# HydroTurf™ Armoring System

# **Product Description**

HydroTurf is a synthetic turf /grass tufted in a double high strength woven geotextiles configuration over an optional impermeable geomembrane with a proprietary blend of erosion resistant permeable in-fill, a combination of well graded sand and HydroBinder<sup>TM</sup>. It provides erosion resistance for ditches, down chutes, canals, streams, levees, lakes and reservoirs. HydroTurf's <sup>TM</sup> synthetic turf surface which comes in a variety of colors has a relatively low coefficient of hydraulic friction. The product has an optional impermeable geomembrane, Agru America SuperGripNet<sup>TM</sup> (SGN) that protects the soil subgrade against erosion and increasing the system stability.

HydroTurf linings are generally used in lieu of stone riprap or slope paving due to their lower cost, rapid installation, and higher performance. Additionally, HydroTurf<sup>TM</sup> can be installed with low impact construction equipment.

### 1.0 General

- 1.1 Scope of Work: The contractor shall furnish all labor materials, equipment, and incidentals required to perform all operations in connection with the installation of the proposed HydroTurf<sup>TM</sup>. The material shall be installed to the lines and grades shown on the contract drawings.
- 1.2 Description: The work shall consist of installing the proprietary (HydroBinder<sup>TM</sup>) by positioning it as part of the infill of a synthetic turf similar to that used in the sports arenas. The synthetic turf shall be positioned directly on top of the prepared subgrade or directly above the structured SGN<sup>TM</sup> geomembrane, if this option is chosen, as shown on the drawing specifications and cross sections in such a way to form a stable erosion system.

### 2.0 Material Requirements

- 2.1 Lower Geomembrane (Optional): The lower geomembrane shall consist of a 50-mil LLDPE or HDPE and shall be structured to provide for drainage on top and high friction spikes below. The membrane shall be installed in conformance with the material manufacturer instructions. In environmental applications, such as cap for landfills or mines, the material shall be welded as per CQA program from the manufacturer specifications. In other applications were welding is not required the liner shall be properly anchored in the ground at the termination ends as shown on the drawings.
- **2.2 Synthetic Turf:** The synthetic turf shall be as specified in HydroTurf as described in the specifications presented and manufactured by ClosureTurf LLC Alpharetta, GA. (770-8458043). The turf shall consist of polyethylene strands/yarns tufted in woven geotextiles as shown in product specifications.
- 2.3 Proprietary infill (HydroBinder™): This proprietary pozzalonic infill product has been developed specifically for the Erosion Control market and extensively tested to meet the shearing associated with high velocity water flow. The mix of HydroBinder™ and sand shall be totally dry before it is introduced as infill of the geosynthetics grass. Once the infill has been placed and broomed into the turf, then a slow hydration of the infill is required to set the product. HydroBinder™ is available in pallets (90lb. bags) or 2,000 lb. super sacks to meet whatever the specific job requires. Increased strand length and infill depth along with an increase in the ratio of HydroBinder™ to sand can significantly increase armoring of system.

#### 3.0 Installation Procedures

- **3.1 Site Preparation:** Areas on which HydroTurf<sup>TM</sup> are to be placed shall be constructed to the lines, grades, contours and dimensions shown on the contract drawings. Down chutes shall have a minimum 7 ft. flat bottom to accommodate equipment for installation. All obstructions such as roots and projecting stones shall be removed. Excavation and preparation of aprons as well as anchor trenches shall be in accordance with the drawings.
- **3.2 Geomembrane Installation (Optional):** The geomembrane liner shall be deployed and welded in accordance to the manufacturer installation guidelines. The liner should be pulled tight to minimized wrinkles. Large wrinkles or folds will affect the performance of the liner. The liner will stretch in warm or hot weather and contract in cool or cold weather. The lined

area should be walked after deployment to insure that the liner is lying flat in all areas. Sandbags should be spread out across the exposed area to protect against wind damage. At this point the perimeter of the liner should be temporarily secured in the perimeter anchor trenches. Backfilling of the anchor trenches shall be done after the geosynthetics grass is deployed over the geomembrane liner.

- 3.3 Synthetic Turf Installation: All synthetic grass panels shall be deployed from the top of the slope in a way that the leading edge of the roll stays at the top of the slope with the grass filaments always pointing upwards. All panels seaming operation shall be performed using a 4-inch overlap and fastened with heavy-duty textile stitching machine. A single stitch prayer type seam is usually sufficient to seam the panels using a Nulong sewing machine or equivalent. After sewing the excess flap shall be cut before flipping the panel. Cutting the excess flap will reduce the likelihood of a ridge after flipping the panel. After deployment and prior to infill sand placement, the grass panel edges shall be placed inside the anchor trenches and properly backfilled. For temporary erosion control, sewing of panels can be replaced by pinning of seams with 8" "U" staples at pre-determined intervals depending on expected conditions. Spacing to be verified by engineer.
- 3.4 HydroBinder<sup>TM</sup>Infill Placement: Infill shall be placed in between the synthetic grass. The material will be blown or spread with mechanical equipment. The mix shall be totally dry to produce the infill placement. The infill layer will be a minimum of ½-inch thick. The infill will be worked into the Turf layer as in-fill between the synthetic yarn blades. The infill layer may be placed using any appropriate equipment capable of completing the work and should only receive minimal compaction required for stability. The infill is to be spread using low ground pressure equipment and 3 pt. spreader or a pull-behind spreader. Alternative Conveyor Systems and or Express Blowers can be used to spread and place the in-fill. Contractor shall explain in detail in the pre-construction meeting the method of infill deployment to be used. The Engineer shall approve the method.

The infill placement shall be done in front of the deployment equipment to improve the bearing capacity of the cover system below. A minimum thickness of ½ inch of infill shall be applied before allowing lightweight vehicles on the turf. This is particularly important on slopes steeper than 3H to 1V where light rubber or tracked vehicles could start pulling on the turf before the infill is in place. Let it be noted that the HydroBinder<sup>TM</sup> placement cannot occur during rain, snow, or ice on the turf prior to infill placement and must be kept from moisture until deployed.

### 4.0 Design Requirements

The average thickness, mass per unit area, and hydraulic resistance of the HydroTurf<sup>TM</sup> shall withstand the hydraulic loading (velocity, depth, duration,

shear stress, pressure) for the design discharges. The stability analysis for each application shall be accomplished using a factor of safety of no less than 1.3. The contractor shall provide to the engineer calculations and design details, provided by the manufacturer or a professional engineer.

Please see below the two types of HydroTurf<sup>TM</sup> available and corresponding values.

Table 1.0 Typical Dimensions, Properties and Weights

	HT-12	HT-20
Average Thickness, inches (mm)	1.4 (36)	1.8 (46)
Mass Per Unit Area, lbs./sq. ft. (Kg/sq. mtrs)	7 (34)	9 (44)
Geomembrane Super Gripnet, mill (mm) optional	50 (1.25)	50 (1.25)
Material Internal Friction, degrees	35	35 `
Sand Cemented Infill, in (mm)	0.5 (13)	0.8 (20)
Grass/ Turf length, in (mm)	1.3 (33)	1.5 (38)
Tensile Grass/ Turf, lbs. (N)	20(88)	20 (88)
Shear Resistance, lbs./sq. ft. (kg/sq. mtrs)	12 (54)	>20(98)

Note: Values are approximate.

### HydroTurf products are developed by:

### **ClosureTurf**<sup>tm</sup>

3005 Breckinridge Blvd. Suite 240 Duluth, Georgia 30096 (o) 678-380-6416 (f) 678-380-9171 (m) 770-845-8043 www.ClosureTurf.com

# ATTACHMENT B REPAIR AND REPLACEMENT SPECIFICATIONS

### REPAIR AND REPLACEMENT SPECIFICATIONS

### Geomembrane

The geomembrane shall be in direct contact with the underlying soil. Any portion of the geomembrane with a detected flaw, or which fails a nondestructive or destructive test, or where destructive tests were cut, or where nondestructive tests left cuts or holes, must be repaired in accordance with these specifications and the manufacturer's requirements. Locate and record all repairs on a panel layout drawing. Repair techniques include the following:

- Patching used to repair large holes, tears, large panel defects, undispersed raw materials, contamination by foreign matter, and destructive sample locations.
- Extrusion used to repair small defects in the panels and seams. In general, this procedure should be used for defects less than 3/8-inch in the largest dimension.
- Capping used to repair failed welds or to cover seams where welds or bonded sections cannot be nondestructively tested.
- Removal used to replace areas with large defects where the preceding methods are not appropriate. Also used to remove excess material (wrinkles, fishmouths, intersections, etc.) from the installed geomembrane. Areas of removal will be patched or capped.

Repair procedures include the following:

- Abrade geomembrane surfaces to be repaired (extrusion welds only) no more than one hour prior to the repair.
- Clean and dry surfaces at the time of repair.
- Extend patches or caps at least 6 inches beyond the edge of the defect, and round corners of material to be patched and the patches to a radius of at least 3 inches. Bevel the top edges of patches prior to extrusion welding.
- Perform testing on repair seams consistent with Section 2.3.6 Construction Testing.

Wrinkles must be walked-out or removed as much as possible prior to field seaming. Any wrinkles which can fold over must be repaired either by cutting out excess material or, if possible, by allowing the liner to contract by temperature reduction. In no case can material be placed over the geomembrane which could result in the geomembrane folding.

### Synthetic Turf

Any portion of the synthetic turf with a detected flaw, or which fails a nondestructive or destructive test, or where destructive tests were cut, or where nondestructive tests left cuts or holes, must be repaired in accordance with these specifications and the manufacturer's requirements. Locate and record all repairs on a panel layout drawing. Repair and replacement procedures include:

- Repairs and Patches will be installed in accordance with ClosureTurf specifications.
- Holes or tears in the Synthetic Turf will be repaired by placing a fiber reinforcing patch beneath the Synthetic Turf extending at least 2 feet beyond the edges of the hole or tear.

- The Synthetic Turf will be secured to the patch using hot melt glue. Glue shall be spread on the patch material on a two inch nominal spacing between glue beads. The ClosureTurf shall be pressed into the glue before it cools.
- Where the hole or tear width across the roll is more than 50 percent of the roll width, the damaged area will be cut out across the entire roll, and the two portions of the Turf will be jointed either stitching operations.
- Where the Synthetic Turf is to be repaired by stitching, a replacement section of the Synthetic Turf shall be stitched into the existing material using a 4-inch overlap and fastened with heavy-duty textile stitching machine. A single stitch prayer type seam shall be constructed using Nulong sewing machine or equivalent. Stitching operations shall be performed such that the woven geotextiles are not exposed.
- After seaming operations, the ends of the Synthetic Turf panels shall be permanently
  anchored in the perimeter anchor trenches and covered with a minimum of two feet of
  soil.
- As Synthetic Turf is deployed record defects and disposition of the defects (panel rejected, patch installed, etc.). Repairs are to be made in accordance with the manufacturer's specifications.
- Do not damage the Synthetic Turf or underlying geomembrane by handling, trafficking, leakage of hydrocarbons, or by other means.
- Anchor the Synthetic Turf to prevent movement by the wind (the contractor is responsible for any damage resulting to or from windblown Synthetic Turf).
- Keep the Synthetic Turf free of contaminants such as soil, grease, fuel, etc.
- Lay Synthetic Turf smooth and free of tension, stress, folds, wrinkles, or creases.
- Secure the Synthetic Turf with sand bag anchors at the top of the slope and as it is rolled down the slope.
- Deploy properly in order to expose the grass surface up after seaming operations.

### **Ballast Sand Infill**

The sand layer will be a minimum of 1-inch thick. The sand will be worked into the synthetic turf as in-fill between the synthetic yarn blades. The physical characteristics of the sand layer will be evaluated through visual observation and laboratory testing before installation and visual observation during installation. Additional testing during installation will be at the discretion of Escambia County.

The sand is to be spread using low ground pressure equipment and a spreader or blower can be used to spread and place the sand in-fill. Installer shall explain in detail the method of sand deployment to be used. Rubber tired or tracked ATV's and trucks are acceptable if wheels pressure is less that 15 psi. No equipment will be left running and unattended over the ClosureTurf. Driver shall check for sharp edges embedded rocks, or other foreign materials stuck into or protruding from tires/track prior to driving on the geomembrane. Path driven on geomembrane shall be as straight as possible with no sharp turns, sudden stops or quick starts.

# ATTACHMENT C CONSTRUCTION QUALITY ASSURANCE PLAN

### SAUFLEY FIELD ROAD C&D LANDFILL

# ClosureTurf<sup>tm</sup> Installation Procedures

Installation of the ClosureTurf <sup>tm</sup> material involves the placement of the following components in the order listed below. It should be noted that alternative manufacturer's of the synthetic materials specified herein may be utilized. However, any alternate materials shall meet the specifications provided herein at a minimum.

- Placement of a cover material with a minimum thickness of 12 inches over all waste material.
- Installation of a geomembrane consisting of a 50Mill LLDPE Agru Super Grip Net, or equivalent liner material, directly over the prepared subgrade of the intermediate cover.
- Placement and seaming of the synthetic grass component (two woven geotextiles tufted with polyethylene or polypropylene yarn)
- Placement of a graded, clean sand having a minimum thickness of 3/4 inch placed directly on the artificial turf and worked into as infill between the synthetic yarn blades.

### Geomembrane Deployment Procedures and Observations:

Geomembrane panels are to be deployed by pulling rolls suspended from a front-end loader or other acceptable means. Following panel deployment, the installer shall align the panels with a nominal five-inch overlap and shall seam the two panels together using a dual hot wedge fusion-welding device.

The principal seaming method to be used is an automated dual wedge fusion. This technique is used for production seaming in accordance with the installers manual welding techniques. The secondary seaming method used by the installer is the extrusion weld. This method is used primarily to repair defects, insufficient overlap, as well as other areas where the patches or panels were not aligned properly. Prior to extrusion operations the dimples of the drain liner are to be grinded to allow better surface contact between the sheets. Installer is to assure that the surfaces are free of moisture, dust, dirt and debris.

### Synthetic Turf Deployment:

Turf panels are typically 15 feet wide and approximately 300 feet long. The material consists of two woven lower geotextiles made of polypropylene 13 pic tufted with polyethylene yarns. The yarns shall be 1 and ¼ inch long (minimum) placed using a ¾" tufting gauge (20 oz/sq yd).

The synthetic turf panels shall be placed directly on top of the geomembrane drain liner. The panels shall be deployed by pulling them from a suspended support. The panels shall be deployed by dragging the panels upward from the bottom using a low ground pressure

ATV or other acceptable means. The 15 feet wide panels shall be placed over a complete strip of the slope before moving to the next adjacent panel. This technique will allow for flipping the material to produce for a continuous seaming of that strip before moving to the next strip.

Seaming operations shall be performed using a 4-inch overlap and fastened with heavy-duty textile stitching machine. A prayer type seam shall be constructed using Nulong sewing machine, or equivalent. Sand bags or other types of temporary anchors shall be used along the panel's edge to prevent wind uplift during installation. Upon completion of seaming activities the ends of the synthetic turf panels shall be permanently anchored in the perimeter anchor trenches and covered with a minimum of two feet of soil.

### Sand In-Fill Material Placement:

A minimum of 3/4 inch of sand shall be spread as in-fill on top of the synthetic turf. The sand aggregate to be used shall consist of poorly-graded concrete sand. The gradation curve should indicate a material consisting of medium sand having approximately 10% coarse and 10% fine sand. The sand shall be spread using low ground pressure equipment.

# ClosureTurf<sup>tm</sup> Construction Quality Assurance (CQA)

### General:

Visual inspections of the subgrade construction and installation QA/QC shall consist of the following:

- Observation of final subgrade conditions and maximum particle sizes.
- Delineation of anchor trench locations.
- Observation of geomembrane installation and verification of panel layout placements.
- Observation of turf deployment and seaming operations.
- Observation of infill sand placement.
- Identification of areas that would require repairs and or additional infill placement.
- Observation of non-destructive seam continuous testing performed by liner installer.
- General observation of field seams and seaming operations.

### Subgrade:

All subgrade surfaces are to be observed and shall be devoid of large protrusions and stones. Aggregate particle size shall not exceed 1/2 inch. The materials shall consist of sandy silty-clays to sandy-silts. The thickness of the soil cover shall be a minimum of 12 inches.

### Geomembrane:

Each panel is assigned a field identification number by the installer and shall be observed by CQA personnel for damages and/or manufacturing imperfections.

Seam strength destructive samples may be performed by the installer at the end of each seam if requested by the CQA technician upon suspicion of a defective seam. The acceptance criteria are 90 pounds per square inch for sheer strength and 78 pounds per square inch for peel strength in the trial welds. Certification from the installer addressing destructive testing as requested shall be provided.

The seaming operations are to be monitored for proper sheet overlap, and periodic inspections of the seam area shall be performed to ensure that all surfaces are free of moisture, dust, dirt and debris. The seams shall be observed for visual quality and for seam completion.

### Non-Destructive Seam Continuity Testing:

Non-destructive seam testing shall be performed by the installer to verify completeness and continuity of the seams. Pressure air tests shall be performed on the welds for a period of time of 5 minutes at 30-psi pressure. The allowable drop range is 2 psi over the 5 minute period. Seams not meeting the pressure test requirements shall be patched using extrusion welding.

#### Synthetic Turf:

The material shall be observed to assure that it consists of two woven lower geotextiles made of polypropylene 13 pic tufted with polyethylene yarns. The yarns shall also be confirmed to be a minimum of 1 and ¼ inch long. The material shall exhibit a minimum weight, as confirmed by the manufacturer, of 20 oz/sq yd.

The deployment and stitching operations are to be observed to assure proper overlap during the stitching process. The overlaps shall be performed in a manner to allow the turf to be joined without exposing the woven geotextiles. Patching shall be performed on areas where exposed geotextile seams, holes, or tears may occur.

### Sand In-Fill Material Placement:

A sand gradation curve shall be obtained from the source prior to installation. The gradation curve shall indicate a material consisting of medium sand with a distribution of coarse and fine sand (approximately 10% each).

### Contractor Submittals:

Prior to construction the contractor shall provide documentation from manufacturer that the specifications of the geomembrane, drainage component, woven geotextiles and synthetic grass yarn are met. The contractor shall provide a sample of the sand infill and a gradation curve from the source of the infill.

For approval of equivalent materials, the contractor shall provide documentation verifying that the friction coefficient of the system is a minimum of 35 degrees under soaked conditions. The documentation shall also indicate a minimum transmissivity value of  $3.0 \times 10$ -3 sq. meters/sec.

Upon completion of the installation the contractor shall provide material conformance data. Panel layouts shall be provided that show the roll numbers and location of each fusion and extrusion welded seam. Locations of destructive tests performed shall be noted on the panel layout with a reference provided to the test result and corresponding test identification number.

### Quality Assurance Report:

A quality assurance report shall be provided to the owner and to the regulatory agency upon completion of the project. The report shall provide material specifications for products used for the cover system, installation observations and test data. A statement shall be made that the project was performed and meets the minimum requirements of the project's design and specifications. The report shall provide the following information regarding the installation and project completion:

- Project Team/Work Schedule
- Subgrade Surface Observations
- Geomembrane Deployment Procedures and Observations
- Geomembrane Seam Strength Destructive Testing (if required, see prior section)
- Geomembrane Non-Destructive Seam Continuity Testing Observation
- Sand In-Fill Material Placement Observation and Gradation Curve
- Material Equivalency data indicating exceedance of Agru Super Grip Net stability, strength, and transmissivity data in the event that an alternative material is used.
- Manufacturer's certifications for all synthetic materials.

# ATTACHMENT D 10 YEAR LIMITED WARRANTY BACKED BY A FINANCIAL ASSURANCE AGREEMENT

## **ClosureTurf**<sup>TM</sup>

### 10 – YEAR LIMITED WARRANTY BACKED BY FINANCIAL ASSURANCE

### 1.0 AGREEMENT

ClosureTurf LLC, a Georgia limited liability company ("Company"), hereby agrees to provide to Escambia County a limited 10- year warranty backed by financial assurance mechanisms for the ClosureTurf<sup>TM</sup> landfill cover products at Saufley Field Road C&DD Landfill Closure Project.

This Warranty is specific to the terms of coverage, performance conditions, specifications, limitations, inspections, claims, and remedies as detailed herein and in the Long-Term Service Agreement between Closure Turf LLC and Escambia County executed July 2012.

This Warranty provides financial assurance for the first 10 years of the Long-Term Service Agreement period will be met should Company fail to meet the repair and replacement requirements.

### 2.0 <u>AGREEMENT PERIOD</u>

The 10-year Warranty begins when Escambia County accepts ownership of the ClosureTurf<sup>TM</sup> installation in accordance with Section 2.0 of the Long-Term Service Agreement (the "Warranty Period").

### 3.0 NOTIFICATION OF CLAIMS

The terms of the Long-Term Service Agreement requires Company to respond in writing within 60 days of receiving claims. Claims under this Warranty will be submitted in writing after the 60-day Company response deadline: Claims under this Warranty will be submitted in writing to:

Surety:

Travelers Casualty and Surety Company of America

Hartford, Connecticut 06183

Corporate Guarantor:

Shaw Industries, Inc., Attention: Frederick Hooper

P O Box 2128

Dalton, Georgia 30722

Company:

ClosureTurf LLC, Attention: Delaney Lewis

11200 Atlantis Place, Suite E Alpharetta, Georgia 30022

### 4.0 FINANCIAL ASSURANCE

Company shall provide financial mechanisms to cover the costs of the remedy, repair, and complete replacement specified in the Long-Term Service Agreement. The financial mechanisms shall be a (1) Surety Bond to cover the first 5 years of certified closure and (2) a Corporate Guarantee to cover the second 5 years of certified closure.

#### 4.1 SURETY BOND

The purpose of establishing a surety bond for agreement period years 1 through 5 is to provide a financial mechanism to replace the ClosureTurf<sup>TM</sup> with an FDEP prescribed soil and sod cover system should the ClosureTurf<sup>TM</sup> landfill cover products fail based on the terms of the Long-Term Service Agreement and Company is not financially able to meet the requirements of the Service Agreement.

The Surety Bond shall meet the requirements of FDEP Rule 62-701.630(6) FAC, with the exception that Company and Sureties shall be bound to Escambia County, acting under an agreement with FDEP.

Company shall maintain a Surety Bond meeting the requirements of FDEP <a href="http://www.dep.state.fl.us/waste/categories/swfr/pages/forms.htm">http://www.dep.state.fl.us/waste/categories/swfr/pages/forms.htm</a> (see Attachment 1). The Surety Bond with the penal sum of \$880,000 shall be held for 5 years.

The Sureties become liable under the bond obligation if ClosureTurf <sup>TM</sup> landfill cover products fail to perform as guaranteed and ClosureTurf, LLC fails to meet the obligations of the Long-Term Service Agreement. The three parties in the surety bond contract shall be Company (Principal), Surety Company (must be listed in the US Treasury Circular 570 <a href="http://www.fms.treas.gov/c570/index.html">http://www.fms.treas.gov/c570/index.html</a>), and Escambia County (Obligee). The bond must guarantee the remedy of repair and replacement in accordance with the Service Agreement and the approved FDEP closure plan. The executed Surety Bond can be found in Attachment of D-1 of this Warranty.

### 4.2 CORPORATE GUARANTEE

A Corporate Guarantee will be provided by Shaw Industries Inc, who has an ownership position in ClosureTurf LLC, meeting requirements of FDEP <a href="http://www.dep.state.fl.us/waste/categories/swfr/pages/forms.htm">http://www.dep.state.fl.us/waste/categories/swfr/pages/forms.htm</a>. The Corporate Guarantee will be limited to \$880,000 for implementing a remedy as defined in the Long-Term Service Agreement. Company will have the right to contract for any final cover meeting the requirements of FDEP 62-701.600 and the FDEP Approval of Alternate Procedures Case No.: SWAP 10-2 required as a result of replacement of the cover as defined in the Long-Term Service Agreement Section 6.2. The executed Corporate Guarantee is provided in Attachment D-2 of this Warranty.

### 5.0 COST OF FINANCIAL ASSURNACE

The County shall be responsible for reimbursing Company for the cost of the Surety Bond. The cost of the Surety Bond including the risk Premium as defined herein and provided in the attachments is \$77,000.

### 6.0 NO OTHER WARRANTIES

This Warranty is Company's sole and exclusive Financial Assurance hereunder. Notwithstanding anything set forth in this Agreement to the contrary, COMPANY MAKES NO WARRANTY THAT THE CLOSURETURF<sup>TM</sup> LANDFILL COVER SYSTEM SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES COMPANY MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT FOR THE WARRANTY. Company's liability and Escambia County's exclusive remedies hereunder are hereby limited to the repair and/or replacement of the ClosureTurf<sup>TM</sup> landfill cover system as set forth in Long-Term Service Agreement. Escambia County shall be entitled to no other remedies, whether in contract or tort, except as provided herein.

### 7.0 MODIFICATIONS

This Warranty, together with Escambia County's standard terms and conditions of sale, the Long-term Service Agreement, the manufacturer's installation requirements, material specifications, Quality Assurance Plan, and repair and replacement requirements are the complete, final, and exclusive Agreement of the parties with respect to the quality and performance of the ClosureTurf<sup>TM</sup> landfill cover products, and any and all representations and warranties concerning the same. None of the provisions of this Agreement may be changed, modified, amended, or supplemented except by a written instrument signed by an authorized representative of both parties hereto.

### 8.0 WAIVER

No failure or delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by either party hereto preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

### 9.0 GOVERNING LAW

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by Florida law.

### 10.0 SEVERABILITY

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

### 15.0 ACCEPTANCE

The foregoing Agreement and Attachments are hereby duly accepted and shall become a binding Agreement upon approval.

### ACCEPTED BY:

I have read and agree to the terms and conditions of the Agreement:

	<b>Escambia County Board of County Commissioners</b>
ATTEST: Ernie Lee Magaha Clerk of the Circuit Court	Wilson B. Robertson, Chairman
Deputy Clerk	Date: September 17, 2013  This document approved as to form and legal sufficiency.
SEAL SEAL SEAL 17.2012	By: Title: H. T. T. Date: CLOSURE TURF LLC
Witness: In L Mut Print Name: VOSE DREUTA	As the Duly Authorized Representative of Closure Turf LLC
Witness: Last Boling Print Name: Cart Boling	NAME: Michael R. Ayers
	TITLE: <u>President</u> DATE: 7-12-2012

# **ATTACHMENTS**

Attachment D-1 – Executed Surety Bond.

**Attachment D-2 – Executed Corporate Guarantee** 

# ATTACHMENT D-1 EXECUTED SURETY BOND

### **WARRANTY BOND**

### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

BOND NO. 105810057

KNOW ALL MEN BY THESE PRESENTS, that CLOSURE TURF LLC, as Principal, hereinafter called Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, hereinafter called Surety, are held and firmly bound unto Escambia County, Florida, as Obligee, hereinafter called Owner, in the penal sum of Eight Hundred Eighty Thousand Dollars (\$880,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement, dated <u>August 13</u>, 2012, entered into a contract with Owner to provide services in connection with the ClosureTurf<sup>TM</sup> landfill cover system to be installed at Saufley Field Road C&DD Landfill, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall perform any repair or replacement obligations that may arise under Sections 6.2 or 6.3 of the Contract while this Warranty Bond remains in effect, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that, as a condition precedent to making a claim under this Warranty Bond, the Owner shall provide written notice of defect(s) to both the Principal and the Surety within sixty (60) days of the discovery of any such defect(s).

In no event shall this Warranty Bond afford coverage with respect to any direct or indirect liabilities that may arise from environmental damage or loss, closure and/or post-closure requirements, or any costs or expenses other than those costs and expenses required to repair or replace the ClosureTurf<sup>TM</sup> landfill cover system.

This Warranty Bond shall be in effect for a term of five (5) years beginning on the date Owner is deemed to accept ownership of the ClosureTurf<sup>TM</sup> installation pursuant to Section 2.0 of the Contract.

Regardless of the number of years this Warranty Bond remains in effect, in no event shall the aggregate liability of the Surety under this Warranty Bond exceed the penal sum stated above.

If alternate security with respect to potential defects in the ClosureTurf<sup>™</sup> landfill cover system is provided by the Principal and accepted by the Owner, the Surety shall thereby automatically be released from any past, present and future liability under this Warranty Bond.

If any conflict exists between the Surety's obligations as described in this Warranty Bond and the Contract, then the terms of this Warranty Bond shall prevail.

SIGNED and sealed this 13th day of August, 2012.

By:

Gary D, Eklund, Attorney-in-Fact

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

### TRAVELERS

#### **POWER OF ATTORNEY**

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

224779

Certificate No. 004749080

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and

Travelers Casualty and Surety Comp Company is a corporation duly orga the laws of the State of Iowa, and (herein collectively called the "Com	nized under the laws of the State that Fidelity and Guaranty Insura	of Maryland, that Fid ince Underwriters, Ir	delity and Guaranty ac., is a corporation	Insurance Company duly organized und	is a corporation	duly organized under
Gary D. Eklund, Chaun M. V Sylvia M. Ogle, and Tracey l	Vilson, Michael F. Yadach D. Watson	, William G. Moo	ody, Normandy	Sutton, D-Ann	Kleidosty,	
of the City ofAtlanta_ each in their separate capacity if mo other writings obligatory in the nat contracts and executing or guarante	ore than one is named above, to so ure thereof on behalf of the Con-	ign, execute, seal and npanies in their busii	l acknowledge any a ness of guaranteeing	and all bonds, recogn the fidelity of pers	nizances, conditions ons, guaranteein	l Attorney(s)-in-Fact, onal undertakings and g the performance of
IN WITNESS WHEREOF, the Co	ompanies have caused this instru 2012	ment to be signed and	d their corporate sea	ls to be hereto affix	ed, this	29th
	Farmington Casualty Compan Fidelity and Guaranty Insuran Fidelity and Guaranty Insuran St. Paul Fire and Marine Insur St. Paul Guardian Insurance C	ice Company ice Underwriters, In rance Company	Trav	Paul Mercury Insurveiers Casualty and velers Casualty and ted States Fidelity	l Surety Compai l Surety Compai	ny of America
1977	1951	SEAL	SEAL 9	MARTTORO 2		
State of Connecticut City of Hartford ss.			Ву:	George W Thomps	on, Senior Vice Pres	sident
On this the 29th himself to be the Senior Vice Presi Inc., St. Paul Fire and Marine Ins Company, Travelers Casualty and executed the foregoing instrument	surance Company, St. Paul Gua Surety Company of America, ar	mpany, Fidelity and rdian Insurance Cond United States Fide	Guaranty Insurance apany, St. Paul Mer elity and Guaranty (	Company, Fidelity reury Insurance Co Company, and that	and Guaranty In mpany, Travelers he, as such, being	Casualty and Surety g authorized so to do,
In Witness Whereof, I hereunto so My Commission expires the 30th of	-	OTANIA LA	er-resident states	Man	rie C. Tetreault, No	itreault Tary Public



58440-6-11Printed in U.S.A.

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August

\_\_ 20 1/2

Kevin E. Hughes, Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# ATTACHMENT D-2 EXECUTED CORPORATE GUARANTEE

Gerald R. Embry Vice President Administration



Shaw Industries Group, Inc Mail Drop 061-20 616 East Walnut Avenue P.O. Drawer 2128 Dalton, GA 30722-2128 706.278.3812

August 8, 2012

Escambia County, Florida 221 Palafox Place Pensacola, FL 32502

Re: Corporate Guaranty for ClosureTurf<sup>TM</sup> 10 Year Limited Warranty Backed by Financial Assurance Agreement for the Saufley Field Road C&DD Landfill

Dear Sir:

This letter confirms that Shaw Industries Group, Inc. ("Shaw"), will guarantee to Escambia County the full and faithful performance by ClosureTurf LLC ("ClosureTurf<sup>TM</sup>") of all of the obligations to be carried out or performed by ClosureTurf<sup>TM</sup> under the terms and conditions of the 10 Year Limited Warranty Backed by Financial Assurance Agreement between Escambia County and ClosureTurf<sup>TM</sup> dated August 8, 2012 (the "Agreement").

No change, alteration or modification in the obligation of ClosureTurf<sup>TM</sup> under the Agreement shall operate to create any liability hereunder unless such change, alteration, or modification is agreed to in writing by ClosureTurf<sup>TM</sup>, Shaw and Escambia County.

This Guaranty is limited to a five (5) year period beginning on the expiration date of the five (5) year Surety Bond and ending five (5) years later.

Shaw's total obligation pursuant to this Guaranty shall not exceed \$880,000.00.

Sincerely,

Gerald R. Embry

Vice President, Administration

GRE/rm



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2981

County Administrator's Report

10. 16.

**BCC Regular Meeting** 

**Budget & Finance Consent** 

**Meeting Date:** 

09/17/2012

Issue:

Long-Term Service Agreement between Closure Turf, LLC and

Escambia County for Saufley Landfill Closure Project

From:

Patrick T. Johnson

Organization:

Solid Waste

CAO Approval:

Coarles R. Oliver

#### **RECOMMENDATION:**

Recommendation Concerning the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the ClosureTurf Long-Term Service Agreement between Escambia County and ClosureTurf, LLC, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project:

A. Approve and authorize the County Administrator to sign the Long-Term Service Agreement between Escambia County and ClosureTurf, LLC, in accordance with the Florida Department of Environmental Protection (FDEP) Approval of Alternate Procedures Case No. SWAP10-2; and

B. Approve a Purchase Order to ClosureTurf, LLC, in the amount of \$125,000, for Saufley Landfill final cover ballast sand infill maintenance, and Surety Bond, in accordance with the ClosureTurf Long-Term Service Agreement.

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230316, Object Code 56301]

#### **BACKGROUND:**

On April 17, 2012, the Board of County Commissioners voted to approve and authorize the County Administrator to execute a Purchase Order to Agru America, Inc., for the owner-direct purchase of final cover material for the Saufley Field Landfill Closure and Stormwater Improvement Project. Closure Turf, LLC is responsible for providing the labor and equipment to perform the ballast sand infill maintenance/repair, and to furnish a Surety Bond for the performance of the final cover, in compliance with the Closure Turf Long-Term Service Agreement and in accordance with FDEP Approval of Alternate Procedure Case No. SWAP 10-2.

#### **BUDGETARY IMPACT:**

Funding is available in Fund 401, "Solid Waste", Cost Center 230316, Object Code 56301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Closure Turf Long-Term Service Agreement has been reviewed and approved by Kristin Hual, County Attorney's Office, for form and legal sufficiency.

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F.S. 255-20.

#### **IMPLEMENTATION/COORDINATION:**

N/A

#### **Attachments**

Closure Turf Agreement
FDEP Alternate Procedures Approval Saufley
BCC Approval Agru America



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4674 County Administrator's Report 16. 18. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for 1420

Wilson Avenue

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1420 Wilson Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1420 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Ted Simmons, the owner of residential property located at 1420 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$925 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On July 25, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Ted Simmons. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Res Rehab 1420 Wilson Avenue

### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>25<sup>th</sup></u> day of <u>July 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Ted Simmons</u>, (the "Recipient"), owner of residential property located at <u>1420 Wilson Avenue</u>, Pensacola, Florida, <u>32507</u>.

#### WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$925, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$925, which shall be comprised of a cash contribution of \$925.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>25th</u> day of <u>July 2013</u>, and the Project shall be complete on or before the <u>25th</u> day of <u>October 2013</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:
David Forte, Program Manager
Community & Environment Department

Recipient(s):
Ted Simmons
1420 Wilson Avenue

221 Palafox Place Pensacola, FL 32507

Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency  By/Title:  Date:  1913	For:	Escambia County
ATTEST: PAM CHILDERS Clerk of the Circuit Cour	t	Date Executed:
By: Deputy Clerk		BCC Approved:
(SEAL)	For R	Secipient:  M. Summons, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA		
The foregoing instrument was ack to me or ( ) has produced Flyida Dr	nowledge mmons, Nec LiC	ed before me this day of Property Owner. He () is personally known sidentification.
CAROLYN M. BARBOUR MY COMMISSION # EE 200757 EXPIRES: May 21, 2016 5 unded Thru Notary Public Underwriters	0	Signature of Notary Public
(Notary Seal)		Printed Name of Notary Public

#### **EXHIBIT I**

#### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Property Address: **Ted Simmons** 

1420 Wilson Avenue, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

#### Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

#### Lien Agreement

Applicant Name(s)
Ted Simmons

Address of Property

1420 Wilson Avenue

Pensacola, FL 32507

Property Reference No. **50-2S-30-5000-014-008** 

#### **Total Amount of Lien**

\$925

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes 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.

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 **Residential Rehab 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 tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

			gcipient:  4 W. Sunn
		Ted \$	immons, Property Owner
STATE OF FI COUNTY OF	ESCAMBIA		
The fo	regoing instrument was ackn , 2013 by <u>Ted Sim</u> ) has produced <u>Flo</u> ณ์ได้ เมิกเ	iowledge i <u>mons</u> , l ピ しに	ed before me this day of Property Owner. He () is personally known as identification.
(Notary Seal)		Ca	Signature of Notary Public  Arbyn M. Babow
)*************************************			Printed Name of Notary Public
CAROLYN M. BARBOUR MY COMMISSION # EE 200757 EXPIRES: May 21, 2016 Bonded Thru Hotary Public Underwriters		For:	Board of County Commissioners of Escambia County
		Ву: _	Gene M. Valentino, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
			BCC Approved:
	By: Deputy Clerk		
Community & Er Community Red	prepared by: velopment Program Manager nvironment Department evelopment Agency ce, Pensacola, FL 32502		Approved as to form and legal sufficiency.  By/Title:
			Date: 6/10/13



Connect to sanitary sewer

1420 Wilson Avenue – Simmons



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4675 County Administrator's Report 16. 19. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for 1200

Wilson Avenue

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1200 Wilson Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1200 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Mark and Mary Creighton, the owners of residential property located at 1200 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,075 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On July 25, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Mark and Mary Creighton. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Res Rehab 1200 Wilson Avenue

### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>25<sup>th</sup></u> day of <u>July 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Mark & Mary Creighton</u>, (the "Recipients"), owners of residential property located at <u>1200 Wilson Avenue</u>, Pensacola, Florida, 32507.

#### WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW,** THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,075, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$1,075, which shall be comprised of a cash contribution of \$1,075.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>25th</u> day of <u>July 2013</u>, and the Project shall be complete on or before the <u>25th</u> day of <u>October 2013</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
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- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

<u>County:</u> <u>Recipient(s):</u>

David Forte, Program Manager
Community & Environment Department
221 Palafox Place

Mark & Mary Creighton
1200 Wilson Avenue
Pensacola, FL 32507

Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approv sufficie	XXVIII / A A II	For:	Escambia County
Date:_			Gene M. Valentino, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
Ву:		_	BCC Approved:
Dep	uty Clerk		
(SEA	AL)	1	Recipient(s)?
STATE OF FLORIDA COUNTY OF ESCAMBIA		Ma	Creighton, Property Owner Creighton, Property Owner
Ilene	foregoing instrument was ackn , 2013 by <u>Mark Cr</u> ) has produced <u>FL</u> Dwg	eightor	ed before me this <u>do</u> day of <u>n</u> , Property Owner. He ( <u>)</u> is personally known as identification.
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	***************************************		Printed Name of Notary Public
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MY COMMISSION # EE 200757 EXPIRES: May 21, 2016 3 onded Thru Notary Public Underwriters

#### **EXHIBIT I**

#### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Property Address: Mark & Mary Creighton 1200 Wilson Avenue, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

#### Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

#### **Lien Agreement**

Applicant Name(s)

Mark & Mary Creighton

Address of Property

1200 Wilson Avenue

Pensacola, FL 32507

Property Reference No. 50-2S-30-5000-026-012

#### **Total Amount of Lien**

\$1,075

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes 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.

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 **Residential Rehab 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 tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

	For Recipient:
	MIL
	Mark Creighton, Property Owner
	m col.
	Mary Creighton, Property Owner
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STATE OF FLORIDA COUNTY OF ESCAMBIA	
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The foregoing instrument was ack , 2013 by Mary C known to me or (/) has produced —	crowledged before me this day of day of reighton, Property Owner. She () is personally as identification.
	- A
	S on Bedin
	Signature of Notary Public
(Notary Seal)	Carolyn M. Barboul
()	Printed Name of Notary Public
CAROLYN M. BARBOUR MY COMMISSION # EE 200757 EXPIRES: May 21, 2016 Bonded Thru Notary Public Underwriters	For: Board of County Commissioners of Escambia County
	Ву:
	Gene M. Valentino, Chairman
ATTEST: PAM CHILDERS	Date Executed:
Clerk of the Circuit Court	BCC Approved:
Ву:	
By: Deputy Clerk	
This instrument prepared by: David Forte, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502	Approved as to form and legal sufficiency.
	7 By/Title: CALLA VHOT



Connect to sanitary sewer

1200 Wilson Avenue – Creighton



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4676 County Administrator's Report 16. 20. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 103 Fleet

Road

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 103 Fleet Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 103 Fleet Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert Thompson, the owner of residential property located at 103 Fleet, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$995, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On July 25, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Robert Thompson. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Res Rehab 103 Fleet Road

### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>25<sup>th</sup></u> day of <u>July 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Robert Thompson</u>, (the "Recipient"), owner of residential property located at <u>103 Fleet Road</u>, Pensacola, Florida, <u>32507</u>.

#### WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW,** THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$995, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$995, which shall be comprised of a cash contribution of \$995.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>25th</u> day of <u>July 2013</u>, and the Project shall be complete on or before the <u>25th</u> day of <u>October 2013</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
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- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
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- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:Recipient(s):David Forte, Program ManagerRobert ThompsonCommunity & Environment Department103 Fleet Road221 Palafox PlacePensacola, FL 32507

Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

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- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
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- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approv sufficie	red as to form and legal	For:	Board of County Commissioners of Escambia County
By/Title	Eastle Hat	Ву:	
Date:_	6/19/13	<i></i>	Gene M. Valentino, Chairman
ATTEST:	PAM CHILDERS		
	Clerk of the Circuit Court		Date Executed:
Ву:			BCC Approved:
Dep	uty Clerk	7	25.25 Mary 1
(SE/	ΔΙΛ		
(02)	/	For R	Recipient:
		Robe	rt Thompson, Property Owner
STATE OF COUNTY C	FLORIDA OF ESCAMBIA		
Juli	foregoing instrument was ackn , 2013 by Robert T e or ( ) has produced	homps	son, Property Owner. He () is personally
(Notary Sea	CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 S00-NOTARY FI. Notary Discount Assoc Co.		Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary Public Signature of Notary P
			Printed Name of Notary Public

#### EXHIBIT I

#### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Robert Thompson

Property Address: 103 Fleet Road, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

#### Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

#### **Lien Agreement**

Applicant Name(s)
Robert Thompson

Address of Property

103 Fleet Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-5010-012-021** 

#### **Total Amount of Lien**

\$995

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes 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.

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 Residential Rehab 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 tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

		Ko	Recipient:
	F ESCAMBIA foregoing instrument was ackr	nowledg	15+
		For:	Board of County Commissioners of Escambia County  Gene M. Valentino, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court  By:  Deputy Clerk	_	Date Executed:  BCC Approved:
David Forte, D Community & Community Re	nt prepared by: levelopment Program Manager Environment Department edevelopment Agency		Approved as to form and legal sufficiency.  By/Title: 419/13



Connect to sanitary sewer 103 Fleet Road – R. Thompson



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4677 County Administrator's Report 16. 21.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for 12 Marine

Drive

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 12 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 12 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Leslie Hope, the owner of residential property located at 12 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,019 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On July 25, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Leslie Hope. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Res Rehab 12 Marine Drive

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>25<sup>th</sup></u> day of <u>July 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Leslie Hope</u>, (the "Recipient"), owner of residential property located at <u>12 Marine Drive</u>, Pensacola, Florida, <u>32507</u>.

#### **WITNESSETH:**

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE,** in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,019</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$1,019, which shall be comprised of a cash contribution of \$1,019.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>25th</u> day of <u>July 2013</u>, and the Project shall be complete on or before the <u>25th</u> day of <u>October 2013</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:Recipient(s):David Forte, Program ManagerLeslie HopeCommunity & Environment Department12 Marine Drive221 Palafox PlacePensacola, FL 32507

Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approve sufficien	d as to form and legal	For:	Board of County Commissioners of Escambia County
VALUELLACA		Ву:	
By/Title: Date:	70/19/13	Бу	Gene M. Valentino, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:			BCC Approved:
By: Depu	uty Clerk	_	BCC Approved:
(SEA	AL)	Le	e Hope, Property Owner
STATE OF I	FLORIDA F ESCAMBIA		
July	foregoing instrument was ackn , 2013 by Leslie H has produced PLUCHIW)	ope, Pr	operty Owner. He ( ) is personally known to
(Notary Sea	CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 FI. Notary Discount Assoc. Co		Signature of Notary Public  Printed Name of Notary Public

## **EXHIBIT I**

## **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Property Address:

Leslie Hope 12 Marine Drive, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

# Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

## **Lien Agreement**

Applicant Name(s)
Leslie Hope

Address of Property

12 Marine Drive

Pensacola, FL 32507

Property Reference No. **50-2S-30-5010-008-021** 

#### **Total Amount of Lien**

\$1,019

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes 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.

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 Residential Rehab 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 tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

		X	Recipient:  Becipient:  -----------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
The foregoing instrument was ack 2013 by Leslie I me or () has produced		nowledged before me this day of day of day of day of specially is personally in as identification.  Signature of Notary Public Printed Name of Notary Public				
		For:	Board of County Commissioners of Escambia County  Gene M. Valentino, Chairman			
ATTEST:	PAM CHILDERS Clerk of the Circuit Court  By:  Deputy Clerk	-	Date Executed:  BCC Approved:			
David Forte, D Community & Community Re	nt prepared by: Development Program Manager Environment Department Dedevelopment Agency Dace, Pensacola, FL 32502		Approved as to form and legal sufficiency.  By/Title:  Date:			



Connect to sanitary sewer 12 Marine Drive – L. Hope



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4678 County Administrator's Report 16. 22.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 07/25/2013

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding

and Lien Agreements for 3912 Barrancas Avenue

**From:** Keith Wilkins, Department Director

Organization: Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure
Grant Program Funding and Lien Agreements for 3912 Barrancas Avenue - Keith Wilkins,
Community & Environment Department Director

That the Board ratify the following July 25, 2013, 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 Program Funding and Lien Agreements for the property located at 3912 Barrancas Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Grant Program Funding and Lien Agreements between Escambia County CRA and Eugene Kerr, the owner of commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000 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), 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for resurfacing the asphalt parking lot; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On July 25, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Eugene Kerr. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Commercial Grant 3912 Barrancas Avenue

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>25th</u> day of <u>July 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Kerr Treehouse Day Care</u>, (the "Recipient"), owner of commercial property located at <u>3912 Barrancas Avenue</u>, Pensacola, Florida, <u>32507</u>.

#### **WITNESSETH:**

WHEREAS, the CRA has established the Commercial Façade, Landscape, and Infrastructure Grant Program (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. <u>Commercial Façade, Landscape, and Infrastructure Grant Program:</u> The CRA awards to the Recipient a Program Grant in the maximum amount of <u>\$10,000</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$10,000, which shall be comprised of a cash contribution of \$10,000.
- 4. <u>Project:</u> The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>25th</u> day of <u>July 2013</u>, and the Project shall be complete on or before the <u>25th</u> day of <u>October 2013</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
- 11. <u>Property Owner as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient
  accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the
  CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient
  shall provide the CRA with a minimum of three written price quotes for each item to be purchased.
  The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or
  equipment, and the liability for payment in such instances shall be the responsibility of the
  Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits
  vendor invoices, proof of payment, and other documentation as may be required by the CRA.
  Final determination regarding the acceptability of supporting documentation shall rest with the
  Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:
David Forte, Program Manager
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Kerr Treehouse Day Care
c/o Eugene Kerr
409 Reeves Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced

as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approvisufficier By/Title Date:	X MODULACI	For: Escambia County Board of County Commissioners  By: Gene M. Valentino, Chairman	
ATTEST:	PAM CHILDERS Clerk of the Circuit Court	Date Executed:BCC Approved:	
	uty Clerk		
(SEA	AL)	For Recipient: Kerr Treehouse Day Care	
STATE OF FLORIDA COUNTY OF ESCAMBIA		Eugene Kerr, Property Owner	
The by _ <b>E</b>	foregoing instrument was ackregene Kerr, Property Owner CLARA F. LONG MY COMMISSION # DD985028	nowledged before me this	_
	(MANAMANAMANA)	Printed Name of Notary Public	

#### **EXHIBIT I**

# COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner:

Property Address:

Kerr Treehouse Day Care 3912 Barrancas Avenue, Pensacola, FL 32507

The "Project" includes the following improvements to the above referenced property:

Resurface asphalt parking lot.

# 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.

Kerr Treehouse Day Care 3912 Barrancas Avenue 05-2S-30-5000-040-001

Pensacola, Florida 32507

# Total Amount of Lien \$10,000

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

		For Recipient: Kerr Treehouse Day Care
		Eugene Kerr, Property Owner
STATE OF I	FLORIDA F ESCAMBIA	Lugono nem, r roporty o mno.
by Eugene	Kerr, Property Owner. He (	owledged before me this day of day, 2013
		For: Escambia County Board of County Commissioners
		By: Gene M. Valentino, Chairman
		Date Executed:
ATTEST:	PAM CHILDERS Clerk of the Circuit Court	BCC Approved:
	By: Deputy Clerk	
David Forte, I Community & Community R	ent prepared by: Development Program Manager Environment Department Redevelopment Agency Place, Pensacola, FL 32502	Approved as to form and legal sufficiency.  By/Title:



Resurface parking lot

3912 Barrancas Ave – Kerr Treehouse Daycare



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4679 County Administrator's Report 16. 23.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: Commercial Sign Grant Program Funding Agreement for 1002 Navy Boulevard

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1002 Navy Boulevard - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 1002 Navy Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Eugene Kerr, the owner of commercial property located at 1002 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,000 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), 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing an existing commercial sign; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On July 25, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Eugene Kerr. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Sign Grant 1002 Navy Boulevard

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>25<sup>th</sup></u> day of <u>July 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Eugene Kerr</u>, (the "Recipient"), owner of commercial property located at <u>1002 Navy Boulevard</u>, Pensacola, Florida, <u>32507</u>.

#### **WITNESSETH:**

WHEREAS, the CRA has established the Commercial Sign Grant Program (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. <u>Commercial Sign Grant Program:</u> The CRA awards to the Recipient a Program Grant in the maximum amount of \$2,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$2,000, which shall be comprised of a cash contribution of \$2,000.
- 4. <u>Project:</u> The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>25th</u> day of <u>July 2013</u>, and the Project shall be complete on or before the <u>25<sup>th</sup></u> day of <u>October 2013</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
- 11. <u>Property Owner as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:
Clara Long, CRA Division Manager
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32505

Recipient:
Landmark Skate & Fun
c/o Eugene Kerr
1002 Navy Boulevard
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

with its term	S.		
Approved as to form and legal sufficiency.		For:	Escambia County Board of County Commissioners
By/Title:	1 amalhat	By:	
Date:	6 19 13 114		Gene M. Valentino, Chairman
ATTEST:	PAM CHILDERS	Date	Executed:
	Clerk of the Circuit Court	BCC	Approved:
Ву:			
Depu	uty Clerk		
(SEA	AL Y		
(02)	1-7	For R	ecipient:
		5	
STATE OF COUNTY O	FLORIDA F ESCAMBIA	Euge	ne Kerr, Property Owner
2013 by <u>Eug</u>	gene Kerr, Property Owner. I	nowledge He () is dentificat	ed before me thisday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday ofday of
(Notary )	CLARA F. LONG  MY COMMISSION # DD985028  EXPIRES: June 04, 2014  FI. Notary Discount Assoc. Co.	_	Signature of Notary Public  Printed Name of Notary Public

## **EXHIBIT I**

## **COMMERCIAL SIGN GRANT PROJECT**

Property Owner: Property Address: Eugene Kerr 1002 Navy Boulevard, Pensacola, FL 32507

The "Project" includes the following improvements to the above referenced property:

Replace the existing commercial sign.



LANDMARK SKATE - 1002 NAVY BOULEVARD
COMMERCIAL SIGN GRANT



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4680 County Administrator's Report 16. 24. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1402

Wisteria Avenue

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1402 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1402 Wisteria Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Lisa Jones, the owner of residential property located at 1402 Wisteria Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,000 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On July 25, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Lisa Jones. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Res Rehab 1402 Wisteria Avenue

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>25<sup>th</sup></u> day of <u>July 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Lisa Jones</u>, (the "Recipient"), owner of residential property located at **1402 Wisteria Avenue**, Pensacola, Florida, **32507**.

#### WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,000</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$1,000, which shall be comprised of a cash contribution of \$1,000.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>25th</u> day of <u>July 2013</u>, and the Project shall be complete on or before the <u>25th</u> day of <u>October 2013</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County: Recipient(s):
David Forte, Program Manager Lisa Jones

Community & Environment Department 1402 Wisteria Avenue 221 Palafox Place Pensacola, FL 32507

Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.  By/Title: Approved as to form and legal sufficiency.		For:	Board of County Commissioners of Escambia County	
		Ву: _	Gene M. Valentino, Chairman	
Date.	17/1/15		Gene M. Valentino, Chairman	
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:	
	Clerk of the Circuit Court		Date Executed.	
By:			BCC Approved:	
Dep	outy Clerk			
(SE	AL)			
		For F	Recipient:	
		d	ift about	
		Lisa	Jones, Property Owner	
STATE OF	EI OPIDA			
The rest of a second second	OF ESCAMBIA			
			701	
The	foregoing instrument was ackn	owledg	ged before me this day of	
me or (	has produced FU 2 1520	SLA	operty Owner. She () is personally known to as identification.	
	, , , , , , , , , , , , , , , , , , ,			
- 1	CLARA F. LONG		lana tima	
	MY COMMISSION # DD985028 EXPIRES: June 04, 2014	-	Signature of Notary Public	
(Notary Sa	1-800-I-NOTARY PI Novery Dissount Assoc. Co. 2		1 lana Elma	
(Notary Sea	ary	-	Printed Name of Notary Public	

## **EXHIBIT I**

## **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Property Address: Lisa Jones

1402 Wisteria Avenue, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

# Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

## **Lien Agreement**

Applicant Name(s)
Lisa Jones

Address of Property

1402 Wisteria Avenue

Pensacola, FL 32507

Property Reference No. **50-2S-30-5000-028-004** 

### **Total Amount of Lien**

**\$1,000** 

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes 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.

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 Residential Rehab 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 tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

		For F	Recipient:
		d	ift done !
		Lisa	Jones, Property Owner
STATE OF COUNTY O	FLORIDA F ESCAMBIA		
The me or (V)	foregoing instrument was ackr , 2013 by <u>Lisa Jo</u>	nowledg nes, Pro	ed before me this day of operty Owner. She () is personally known to as identification.
(Notary Sea	CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 F. Notary Discount Assoc. Co	-	Signature of Notary Public  Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву: _	Gene M. Valentino, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
	By: Deputy Clerk	_	BCC Approved:
			A consisted as to form and local
			Approved as to form and legal sufficiency.

This instrument prepared by:
David Forte, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sewer Connection

1402 Wisteria Avenue - Jones



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4681 County Administrator's Report 16. 25.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 07/25/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 123

Marine Drive

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

## **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 123 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following July 25, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 123 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sara loakim, the owner of residential property located at 123 Marine Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,129 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

## **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On July 25, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Sara loakim. A rendering of the project is attached.

### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

## **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

## **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

## **Attachments**

Residential Rehab 123 Marine Drive

## ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>25<sup>th</sup></u> day of <u>July 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Sara loakim</u>, (the "Recipient"), owner of residential property located at <u>123 Marine Drive</u>, Pensacola, Florida, <u>32507</u>.

## **WITNESSETH:**

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW,** THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,129, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in EXHIBIT I, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$1,129, which shall be comprised of a cash contribution of \$1,129.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>25th</u> day of <u>July 2013</u>, and the Project shall be complete on or before the <u>25th</u> day of <u>October 2013</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:

David Forte, Program Manager

Community & Environment Department

221 Palafox Place

Recipient(s):

Sara loakim

123 Marine Drive

Pensacola, FL 32507

Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

	roved as to form and legal ciency.	For:	Board of County Commissioners of Escambia County
	itle: All All All All All All All All All Al	Ву: _	
Date	= 7/17/13	-,-	Gene M. Valentino, Chairman
ATTEST	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:			BCC Approved:
	eputy Clerk		
(5	SEAL)		
(,	52,12)	For F	Recipient:
		Sa	era Ivakim
		Sara	loakim, Property Owner
	OF FLORIDA		
COUNT	OF ESCAMBIA		and
Ju	he foregoing instrument was ackn 2013 by Sara loa has produced FC (ic. 1250	kim, P	roperty Owner. She () is personally known to
			(VA D
	CLARA F. LONG		I lora I lova
	MY COMMISSION # DD985028 EXPIRES: June 04, 2014		Signature of Notary Public
(Notary S	S For no Ct. Novem Discount Assoc Co. 2		( lara Flong
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## **EXHIBIT I**

## **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Property Address: Sara loakim

123 Marine Drive, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

## Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

## **Lien Agreement**

Applicant Name(s) **Sara loakim** 

Address of Property

123 Marine Drive

Pensacola, FL 32507

Property Reference No. **50-2S-30-5010-014-020** 

## **Total Amount of Lien**

<u>\$1,129</u>

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes 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.

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 **Residential Rehab 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 tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

		For R	ecypient:
			Sura Soupen
		Sará	oakim, Property Owner
			A CONTRACT OF STREET
STATE OF FL COUNTY OF			
The fo	regoing instrument was acknown, 2013 by Sara loal	owledge kim, Pr	ed before me this day of operty Owner. She () is personally known to as identification.
me or ( <u></u>	ARA F. LONG	.,350	as identification.  Signature of Notary Public
(Notary Seal)	EXPIRES. June 04, 2014  For 10  INDIANY Discount Assoc Co		Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву:	
			Gene M. Valentino, Chairman
ATTEST:	PAM CHILDERS		Date Executed:
	Clerk of the Circuit Court		BCC Approved:
	By: Deputy Clerk	-	Boo Approved.
			Approved as to form and legal sufficiency.  By/Title:
Community & Er Community Red	prepared by: velopment Program Manager nvironment Department evelopment Agency ce, Pensacola, FL 32502		Date: 4/1/13



Sewer Connection

123 Marine Drive - loakim



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4653 County Administrator's Report 16. 26. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 07/25/2013

Issue: Bobcat Compact Loader with Tool Attachments, PD 12-13.039

From: Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:** 

## **RECOMMENDATION:**

Recommendation Concerning the Purchase of One Bobcat Compact Loader with Tool Attachments - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #760-000-10-1, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for one Bobcat Compact Loader, Model T650 with options, PD 12-13.039, to Bobcat Company, in the amount of \$58,950.10.

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

## **BACKGROUND:**

The compact loader with attachments will enhance the asphalt repair program of the Road Department. The unit will effectively serve to prepare surfaces of the roads in repair and paving projects to receive asphalt overlays. Base price of comparable machines (John Deere and Caterpillar) from State/Sheriff contracts are 6%-18% higher than proposed model. The Road Department currently owns a Bobcat compact loader w/attachments that will be compatible with the projected machine as well. Proposed purchase is through Florida State Contract with local vendor.

### **BUDGETARY IMPACT:**

Funding: Fund 175, Transportation Trust Fund, Cost Centers 210402 and Object Code 56401

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

### **PERSONNEL:**

NA

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County Fl., Code of Ordinance, Chapter 46, Arrticle II, Purchases and Contracts. This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Arrticle II, Purchases and Contracts.

## **IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4690 County Attorney's Report 16. 1.

BCC Regular Meeting Action

Meeting Date: 07/25/2013

**Issue:** Disposition of Property for the County Attorney's Office

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

**CAO Approval:** 

## **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the County Attorney's Office

That the Board approve the Request for Disposition of Property Form from the County Attorney's Office for the two items of equipment, which are described and listed on the Request Form, with reason for disposition stated. The two copiers will be properly disposed of.

## **BACKGROUND:**

The County Attorney's Office has purchased one copier to replace the two obsolete copiers. The purchase of the replacement copier was less than what is offered on State Contract.

## **BUDGETARY IMPACT:**

This copier was purchased within the County Attorney's budget.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

## **IMPLEMENTATION/COORDINATION:**

N/A

### **Attachments**

## **Property Disposition**

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:		nptroller's Finance Departme epartment: County Attorney's		COST CEN	TER NO:	110601	
	P. Rogers	epartine <u>nti. Ceam, came, c</u>		DATE:			
Propert		PRINT FULL NAME)	}	Phone No:	595-4970		
TAG	PROPERTY NUMBER	OWING ITEM(S) TO BE DISP DESCRIPTION OF ITEM		NUMBER	MODEL	YEAR	CONDITION
(Y / N)	052332	Copier	J46:	30501979	RICOH	2003	Poor
Y	053977	Copier	J46:	50201136	RICOH	2005	Poor
Disposa	Comments:	Both copiers are in bad condit	ion and will be	properly dispos	sed.		
TO: FROM:	County Adminis Escambia Count	Information Technology Technology  Stration Date:  Ty Department Director (Signature  Director (Print Nar	e):	P. Rogers, Cou	unty Attorney		
TO:	MENDATION: Board of County County Adminis	v Commissioners	Date: 7 George Touart	15/13  Administrator or	P		
Approve	ed by the County	Commission and Recorded in the	Minutes of:	Pam Childers, Clerk By (Deputy Clerk)	k of the Circuit Co	urt & Compt	roller
This Eq	uipment Has Bee	n Auctioned / Sold					
by:	0.0011.66.1					20.00	
Property	Print Name Tag Returned to	Clerk & Comptroller's Finance I	Signature Department			Date	
_		inance Signature of Receipt		Date		-	

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 07.11.12



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-4694 County Attorney's Report 16. 2.

BCC Regular Meeting Action

Meeting Date: 07/25/2013

Issue: Schedule a Public Hearing to Consider Repealing Volume 1, Article I, Chapter

62, Section 62-1 designating the Sheriff as Chief Correctional Officer

**From:** Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing on August 8, 2013, at 5:33 p.m., for Consideration of Repealing Volume 1, Article I, Chapter 62, Section 62-1 of the Escambia County Code of Ordinances designating the Sheriff as Chief Correctional Officer.

That the Board authorize scheduling a Public Hearing on August 8, 2013, at 5:33 p.m. for consideration of repealing Volume 1, Article I, Chapter 62, Section 62-1 of the Escambia County Code of Ordinances designating the Sheriff as Chief Correctional Officer and authorize termination of the Memorandum of Understanding transferring responsibility for the Escambia County Correctional System, to include the Escambia County Jail and Jail Annex from the County to the Sheriff effective 12:01 a.m. on October 1, 2013.

## **BACKGROUND:**

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Correctional System, to include the Escambia County Jail and Jail Annex. The County Attorney's Office is requesting that the Board authorize scheduling a public hearing to consider repealing Volume 1, Article I, Chapter 62, Section 62-1 of the Escambia County Code of Ordinances, which designates the Sheriff as the Chief Correctional Officer.

Per the terms of the corresponding Memorandum of Understanding transferring responsibility for the Escambia County Correctional System from the County to the Sheriff, the agreement may be terminated by repeal of said provision designating the Sheriff as the Chief Correctional Officer.

## **BUDGETARY IMPACT:**

N/A

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The proposed Ordinance was prepared by Assistant County Attorney, Kristin D. Hual, and will be advertised in the Saturday Edition of the Pensacola News Journal on July 27, 2013.

## **PERSONNEL:**

N/A

IMPLEMENTATION/COORDINATION:				
A copy of the Ordinance will be filed with the Department of State.				
	Attachments			
Ordinance				

**POLICY/REQUIREMENT FOR BOARD ACTION:** 

N/A

<u>MOU</u>

# ORDINANCE NUMBER 2013-\_\_\_\_ AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA REPEALING VOLUME 1, ARTICLE I, CHAPTER 62, SECTION 62-1, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES DESIGNATING THE SHERIFF AS CHIEF CORRECTIONAL OFFICER; PROVIDING FOR

**WHEREAS**, pursuant to Ordinance Nos. 94-5 and 94-6, now codified as Section 62-1 of the Escambia County Code of Ordinances, and §951.061, Florida Statutes, the Sheriff was designated the Chief Correctional Officer for the Escambia County Correctional System beginning at 12:01 a.m. on April 30, 1994; and

INCLUSION IN THE CODE: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners finds that the County's ordinance designating the Sheriff as Chief Correctional Officer for the Escambia County Correctional System requires repeal because the County shall assume responsibility for the operation of the Escambia County Jail and Jail Annex, and all employees, certified and non-certified in these facilities beginning at 12:01 a.m. on October 1, 2013; and

**WHEREAS**, the Board of County Commissioners further finds that the proposed repeal of Article I, Chapter 62, Section 62-1, relating to the designation of the Sheriff as the Chief Correctional Officer for the Escambia County Correctional System serves an important public purpose.

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

Volume I, Article I, Chapter, 62, Section 62-1, of the Escambia County Code of Ordinances is hereby repealed as follows:

**Section 1.** Repealer. Volume I, Article I, Chapter 62, Section 62-1 (originally enacted as Ordinance Nos. 94-5 and 94-6), of the Escambia County Code of Ordinances is hereby repealed in its entirety.

## Section 2. 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 3. Effective Date.

This Ordinance shall become effective at 12:01 a.m. on October 1, 2013, after filing with the Department of State.

1	DONE AND ENACTED	TIUO DAY 05	0040
2 3	DONE AND ENACTED	THIS DAY OF	, 2013.
3 4		BOARD OF COUNTY	COMMISSIONERS
5		ESCAMBIA COUNTY	
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7			
8		BY:	
9		Gene Valentin	o, Chairman
10			
11	ATTEST: PAM CHILDERS		
12	Clerk to the Circ	cuit Court	
13			
14	DV.		
15	BY:		
16 17	Deputy Clerk		
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19	(SEAL)		· · · · · · · · · · · · · · · · · · ·
20	(OEAE)		
21			
22	Enacted:		
23			
24	Filed with Department of State		
25			
26	Effective:		
27			
28			

9400,000 Chair

## MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND SHERIFF OF ESCAMBIA COUNTY

This Memorandum of Understanding, hereinafter referred to as this "agreement", is entered into on this 29th day of April, 1994, by and between Escambia County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Escambia County Sheriff, hereinafter referred to as "Sheriff". The purpose of this Agreement is to provide the basis upon which the County and the Sheriff agree to coordinate the orderly transfer of responsibility of the Escambia County Correctional System, as defined herein, from the County to the Sheriff, and further to delineate the respective responsibilities of the parties.

### WITNESSETH:

NOW, in consideration of the promises and covenants contained herein, the County and Sheriff agree and covenant each with the other as follows:

1. Pursuant to Ordinance Nos. 94-5 and 94-6, and Florida Statutes, §951.061, the Sheriff shall become the chief correctional officer for the Escambia County Correctional System beginning at 12:01 a.m. on April 30, 1994 (the "Commencement Date"). The County's Correctional System shall be deemed to include the Escambia County Jail and Jail Annex only, and all employees (certified and non-certified) in these facilities, and all inmates incarcerated in Escambia County Jail, Jail Annex and Road Prison. Effective on the Commencement Date,

the Sheriff shall assume full responsibility for the operation of Escambia County's Jail and Jail Annex, or for the employees transferred from the employment of the Escambia County Board of County Commissioners to the Sheriff pursuant to this agreement and Ordinance Nos. 94-5 and 94-6.

- 2. The Sheriff shall operate, maintain, and manage the Jail and Jail Annex in compliance with all applicable federal and state constitutional requirements and laws, including, but not limited to, Chapter 951, Florida Statutes, and Chapter 33-8, Florida Administrative Code, and all court orders and American Correctional Association standards. The operation and management of the Correctional System shall include all necessary requirements regarding staffing/personnel, including but not limited to food service, health services, laundry and detained clothing, transportation, telecommunications, recreation, legal, visitation, commissary, provision of basic essentials, treatment programs, and records.
- 3. Ninety percent (90%) of the balance of the budget for the fiscal year 1993-94, including payroll, of the Escambia County Department of Corrections applicable to the Jail and to the Main Jail Armex only shall be transferred to the budget of the Sheriff effective on May 4, 1994, under the terms and conditions required by law. The remaining ten percent (10%) will be held to pay outstanding expenses, with the balance remaining to be paid to the Sheriff.
- 4. Expenditures of all sales tax monies not already obligated to a project in progress by the County shall be as agreed between the parties.
  - 5. Subject to the terms of this agreement, the Sheriff shall have the sole right and

duties under this agreement, subject to the requirements of Florida law and the lawful orders of court as they may apply. Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer/employee, or principle/agent or, to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of the Sheriff or any other party in the performance of this agreement.

6. The Sheriff shall accept responsibility and liability for any and all occurrences stemming out of the operation and maintenance of the Jail and Jail Annex beginning on the Commencement Date. The Sheriff shall, to the extent permitted by law, indemnify and save Escambia County, the Escambia County Board of County Commissioners and its officers, agents and employees, harmless against any and all claims arising on or after the Commencement Date from the conduct, management or performance of this agreement, including without limitation, any and all claims arising from the conditions of this agreement, or arising from any act of negligence of the Sheriff, or any of his agents, subcontractors, servants, employees or licensees, arising from any accident, injury or damage whatsoever caused any person, firm or corporation, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon; and in case any action or proceeding be brought against the County by reason of such claim, Sheriff, upon notice from the County, shall defend against such action or proceeding.

- 7. The County shall indemnify, to the extent permitted by law, the Sheriff and shall remain solely responsible for all litigation, losses and costs that are related to the Escambia County Correctional System, as herein defined, resulting or arising from claims or litigation asserted, to be asserted, or pending against the County as a result of actions occurring prior to April 30, 1994. The County shall hold the Sheriff, his officers, agents and employees, harmless against any and all claims arising from the conduct, management or performance of the County of its operation of the Escambia County Correctional System prior to April 30, 1994, including without limitation, acts or negligence or civil rights violations by the County, its agents, contractors, subcontractors, servants, employees or licensees, arising from any accident, injury or damage whatsoever caused any person, firm or corporation, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon. The County, upon notice from the Sheriff, shall defend against any such action or proceeding. The Sheriff agrees to cooperate with the County in the defense of any such claim or litigation.
- 8. Neither the County nor the Sheriff shall waive, release, or otherwise forfeit any defense which the other party may have regarding claims arising from or made in connection with the operation of the County's Correctional System. The County and the Sheriff shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses the Sheriff or County may have regarding litigation, losses and costs

resulting from claims or litigation pending before the Commencement Date or arising thereafter from incidents which occurred prior to the Commencement Date.

- 9. The Sheriff shall secure and retain, or shall cause to be secured and retained, an insurance policy providing for coverage against all claims, including claims based upon violation of civil rights arising from the operation and management services performed under this agreement. Said insurance coverage shall be in amounts deemed appropriate to cover any and all claims that may arise from the operation of the Escambia County Correctional System. The Sheriff shall provide to the County before the Commencement Date written confirmation from the Sheriff's insurance carrier confirming coverage for liabilities assumed pursuant to this agreement. Said written confirmation shall include a copy of the Florida Sheriff's Self-Insurance Fund documents providing coverage to the Sheriff and the Corrections Department.
- The Office of the County Attorney shall provide routine advice and counsel to the Sheriff until such time as the Sheriff makes other arrangements. Such advice and counsel shall not include representation of any litigation matter or matters not directly related to the operation of the County Correctional System. The responsibility for the provision of any other needed legal services shall be the absolute responsibility of the Sheriff to provide.
- operation of the Escambia County Correctional System, as herein defined. The Sheriff shall also assume and undertake all legal rights and commitments, contracts or other obligations entered into or assumed by the County in connection with the management and operation, programs,

activities or functions transferred which are associated with the Escambia County Correctional System. All such rights and obligations, including the administration of any grants that are currently awarded to the Escambia County Department of Corrections shall be undertaken and performed by the Sheriff to the same extent as required of the County. The Sheriff shall cooperate and assist in whatever manner necessary to transfer these contractual rights and obligations that are otherwise required to be assigned from the County to the Sheriff in as expeditious a manner as is possible. For those fixed contracts under which the County is obligated, the Sheriff agrees to fulfill those obligations and provide those services to the County Road Prison for the remainder of the 1993-94 budget year, except that the Sheriff agrees to fulfill the contractual obligations required in the contract between the County and Lakeview Center for the provision of psychological services up through December 31, 1994. With respect to inmates who are or will in the future be assigned to the County Road Prison, the Sheriff shall fulfill all obligations undertaken under this agreement and under applicable state and federal laws beyond the remainder of the 1993-1994 budget year. The County shall budget for, and purchase from the Sheriff such goods and services as may be reasonably necessary to the County Road Prison.

12. Upon the Commencement Date, the County shall grant the Sheriff the exclusive use and possession, subject to the terms of this agreement, of all inventory, movable equipment, and perishables, including weapons and vehicles, presently used by the Escambia County Jail and Jail Annex. Within one (1) week after the Commencement Date, the County and Sheriff shall jointly prepare a property inventory listing, noting the condition of all such inventory, movable

equipment and perishables, and same shall be maintained by the County in the normal condition and quantity until the Commencement Date. The Sheriff shall be responsible for the maintenance, repair and replacement of all movable equipment during the term of this agreement. If, prior to the Commencement Date, the Sheriff should decline the use of any inventory, movable equipment, or perishables, the County shall remove such inventory, movable equipment, and perishables from the existing County Jail and Jail Annex facilities. The Sheriff shall be responsible for insuring and maintaining all vehicles subject to this agreement. The Sheriff shall provide insurance through the FSSIF for vehicle coverage under the Fund's SHARP Program, or other commercial insurance program satisfactory to the Board of County Commissioners.

- 13. The employees of the Escambia County Correctional System, as defined herein, including all certified correctional officers and non-certified employees, shall become the employees of the Sheriff on the Commencement Date, and the Sheriff shall take full responsibility for all labor and employment matters for all such employees beginning on the Commencement Date. After the Commencement Date, the County shall have no obligation, responsibility or liability for any compensation or other benefits for the employees transferred to the Sheriff after April 29, 1994; however, the County shall remain liable for all liability for compensation or other benefits arising from events occurring prior to April 30, 1994, except with respect to claims which arose under the Workers' Compensaction Law before the Commencement Date.
  - 14. The Sheriff shall accept and honor all accrued compensatory time, sick and annual

leave balances of all employees affected by this agreement upon the date of transfer. Any employee transferred under this agreement who credited hours to the Escambia County Sick Leave Pool shall be re-credited such sick leave by the Sheriff upon the Commencement Date.

- dental coverage, to all employees who are transferred pursuant to this agreement as the Sheriff provides to his other employees, provided, however, that this paragraph shall not be deemed to prohibit the Sheriff from changing such benefits from time to time after the Commencement Date (provided such changes are also applicable to the Sheriff's other employees); and provided further that no provision of this agreement shall be deemed to prohibit the Sheriff from making such changes as are necessary to his compliance with any bargaining obligation he may have, now or in the future, pursuant to Chapter 447, Florida Statutes. The Sheriff's insurance carrier will provide coverage to all transferring employees. The County shall transfer to the Sheriff the lesser of an amount equal to the first month's insurance premiums (inclusive of April 30, 1994) for all transferred employees or the sum of SIXTY THOUSAND DOLLARS (\$60,000).
- 16. The Sheriff agrees that all employees transferred to the Sheriff shall remain subject to all terms and conditions as established by applicable law, rules, and regulations, including those established under applicable Civil Service Act(s).
- 17. All employees transferred under this agreement shall remain in the Board of County Commissioners' self insured workers' compensation benefit program in the same manner

that all current Sheriff and County employees now participate.

- 18. The Sheriff shall take reasonable steps to maintain all transferred employees' uniforms and insignias for a reasonable transition period, retaining all management rights provided by Chapter 447, Florida Statutes.
- 19. The Sheriff agrees that there will be no new probation periods for all incumbent transferred employees, apart from probation periods associated with future promotions; however, the Sheriff shall have the right to provide different probation periods pursuant to Civil Service.

  Law and the collective bargaining process.
- 20. The parties agree that the employees transferred hereunder are not intended as third-party beneficiaries under this agreement.
- 21. The Sheriff shall, upon the request of the County Administrator or his designee furnish prisoners for labor upon the County's roads, bridges or other public works, pursuant to Florida Statutes, §951.01, upon such terms and conditions as shall conform with the requirements of law governing the use of such prisoners. Inmates supplied to the County for this purpose shall meet the criteria established in the Addition to the Policy Manual on Transfer of Inmates to Work Status preserved in that certain memo dated October 28, 1992, which is attached hereto and made a part hereof. In addition to the required approval of the ACR Division Commander, Chief of Security, or the Director, as specified in that certain memo dated October 28, 1992, the County Administrator or his designee's approval shall also be required to certify prisoners transferred to the Road Prison for work detail. The provisions of the October 28, 1992,

memorandum may be changed by mutual agreement of the parties to this agreement.

- 22. The division of Community Corrections and all employees of that division shall remain a department of the Escambia County Board of County Commissioners. The Sheriff shall assist in whatever manner is deemed appropriate for the efficient functioning of Community Corrections. The Sheriff agrees to recognize and allow Community Corrections personnel continued use of the form of identification currently used by that division.
- 23. Operation of Community Corrections shall remain the same, including the use of the two vehicles currently being used by Community Corrections.
- 24. The Sheriff agrees that the Community Corrections Work Release Program shall remain in effect and underneath the administration of the Community Corrections Division; and the Sheriff agrees to provide housing, security, and meals for those participants assigned to the Work Release Program. The County agrees that the Sheriff will be reimbursed one-half the amount received per day per inmate under the Work Release Program.
- 25. The Sheriff shall allow the County, and particularly Community Corrections, continued computer linkup (NCIC) access with the Sheriff's Department on an as needed basis.
- 26. The Sheriff will allow Community Corrections continued access to Jail records for Community Corrections Programs.
- 27. It is not the intent of this agreement to specify all areas that can or should be effectively coordinated; in that respect, should matters or issues arise that were not specifically addressed or agreed upon herein, the parties agree to bargain over such matter or issue in good

faith towards resolution.

- This agreement shall be effective for so long as the Sheriff is designated as the chief correctional officer of the Escambia County Correctional System, pursuant to Ordinance Nos. 94-5 and 94-6. This agreement may be terminated by mutual consent of the parties, or by repeal of Ordinance Nos. 94-5 and 94-6 by the Escambia County Board of County Commissioners.
- 29. The terms of this agreement shall be binding upon and shall inure to the benefit of the County and the Sheriff and their respective successors and assigns.
- 30. This agreement shall not be binding upon the parties until it is approved and executed by both parties.
- 31. This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, discussions, writings and agreements between them. This agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
- 32. In the event any provision of this agreement shall be held or declared invalid, illegal or unenforceable for any reason, such holding or declaration shall not invalidate or render unenforceable any other provision hereof, and the remaining provisions shall not in any way be

affected or impaired thereby.

33. This agreement may not be amended or modified in any respect whatsoever, except by instrument in writing signed by the parties hereto. This agreement may not be transferred or assigned without the prior written consent of the other party hereto, except that the County may terminate the Sheriff as chief correctional officer by repeal of Ordinance Nos. 94-5 and 94-6. This agreement may not be transferred or assigned without the prior written consent of the other party hereto, except that the County may terminate the Sheriff as Chief Correctional Officer by repeal of an Ordinance enacted pursuant to Florida Statute 951,061.

IN WITNESS WHEREOF, the parties have executed this agreement on the year and date first written above.

ESCAMBIA COUNTY SHERIFF'S DEPARTMENT

Tim Lowman

Minita J. Jas

WITNESS

Attachment:

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

COOTTI COMMISSIONERS

D.M. "Mike" Whitehead, Chairman

ATTEST: JOE A. FLOWERS

COMPTROLLER

Deputy Clerk

1. Addition to Policy Manual On Transfer of Inmates To Work Status



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4702 County Attorney's Report 16. 3.

BCC Regular Meeting Action

**Meeting Date:** 07/25/2013

**Issue:** Schedule a Public Hearing to Consider Amending Volume 1, Chapter 10,

Article I, Sections 10-25 and 10-26 Establishing Public Parks Designated for

Dogs

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

**CAO Approval:** 

## **RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing on August 8, 2013, at 5:34 p.m. to consider amending Volume 1, Chapter 10, Article I, Sections 10-25 and 10-26 of the Escambia County Code of Ordinances establishing public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

That the Board authorize scheduling a Public Hearing on August 8, 2013, at 5:34 p.m. for consideration of amending Volume 1, Chapter 10, Article I, Sections 10-25 and 10-26 of the Escambia County Code of Ordinances establishing public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

## **BACKGROUND:**

On February 21, 2013, the Board of County Commissioners adopted Ordinance Number 2013-07 amending the Escambia County Code of Ordinances relating to Animal Control and creating Sections 10-25 and 10-26 of the Escambia County Code of Ordinances to establish public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

As originally enacted, the provisions would be repealed six months from the date of enactment unless reviewed and saved from repeal. The proposed Ordinance amending Sections 10-25 and 10-26 will extend the date of repeal six (6) months.

In addition, the proposed Ordinance will provide revised hours of operation and reduce the number of park locations on Perdido Key.

## **BUDGETARY IMPACT:**

N/A

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The proposed Ordinance was prepared by Assistant County Attorney, Kristin D. Hual, and will be advertised in the Saturday Edition of the Pensacola News Journal on July 27, 2013.

IMPLEMENTATION/COORDINATION: A copy of the Ordinance will be filed with the Department of State.
Attachments
2/21/2013 Resume Page

**PERSONNEL:** 

**POLICY/REQUIREMENT FOR BOARD ACTION:** 

N/A

N/A

## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

## REGULAR BCC AGENDA - Continued

## 9. 5:32 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-1, with Commissioner Robertson voting "no," adopting an Ordinance (Number 2013-7) amending Volume I, Chapter 10, Article I, Section 10-11, relating to animal control, creating Section 10-25 of the Escambia County Code of Ordinances to establish two public parks on Pensacola Beach specifically designated for dogs, and creating Section 10-26 of the Escambia County Code of Ordinances to establish parks on Perdido Key specifically designated for dogs, as amended to reflect that the Ordinance will be reevaluated in 6 months, rather than 12 months.

## Speaker(s):

Dan Smith
Jeff Condon
E. G. "Ed" Southworth
Carole Tebay
Jim Cox
Dana Timmons
Lucy Duncan
Barbara Albrecht
Linda Fogel
Karen Sindel
W. A. "Buck" Lee



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4708 County Attorney's Report 16. 1.
BCC Regular Meeting Discussion

**Meeting Date:** 07/25/2013

Issue: The Public Official Bond of Ernie Lee Magaha, former Clerk of the Circuit Court

**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