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 – October 3, 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 – Pastor Earl Jackson, Damascus Road Missionary Baptist Church.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Presentations:

A. Presentation by Keith Swilley, Energy Sales and Efficiency Manager, and Bernard Jacob, Vice President of Customer Service and Operations, Gulf Power, recognizing the Escambia County Board of County Commissioners for their partnership with Gulf Power and commitment to energy conservation and efficiency; and

B. PowerPoint Presentation, entitled "Major Reevaluation PD&E Study for S.R. 10 (U.S. 90A, Nine Mile Road) From S.R. 10A (U.S. 90, Mobile Highway to S.R. 297 (Pine Forest Road)," by April Williams, P.E., Project Manager, Florida Department of Transportation.

7. Proclamations.

Recommendation: That the Board adopt the following three Proclamations:

A. The Proclamation commending and congratulating Debra C. Rice on her selection as the “Employee of the Month” for October 2013;

B. The Proclamation commending and congratulating Navy Federal Credit Union on its 80th Anniversary of service and the 10th Anniversary of its Greater Pensacola Operations here in Escambia County and encouraging the citizens of Escambia County to join in recognizing Navy Federal Credit Union for its long and dedicated service to the military community and its more recent contributions to the economic growth and development of Escambia County; and

C. The Proclamation supporting the Escambia County School District and their efforts to be awarded the "PALMS (Personalizing All Learning in Middle Schools) Race to the Top District Grant."

8. Written Communication.

September 3, 2013 - Email communication from Chad J. Tamaroff, Greenspoon Marder, P.A., requesting the Board forgive a Code Enforcement Lien attached to property located at 301 Gordon Street.

Recommendation: That the Board review and consider lien relief request made by Chad J. Tamaroff, Esquire, against property located at 301 Godwin Street.

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?

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

10. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate an unnamed Right-of-Way in the Pensacola Home Orchards Subdivision, as petitioned by Southern District of the Christian and Missionary Alliance, Inc.

Recommendation: That the Board take the following action concerning the Petition to Vacate an unnamed Right-of-Way in the Pensacola Home Orchards Subdivision, as petitioned by Southern District of the Christian and Missionary Alliance, Inc.:

A. Approve or deny the Petition to Vacate an unnamed Right-of-Way (20' x 315' = 6,300 square feet or approximately 0.14 acre), as petitioned by Southern District of the Christian and Missionary Alliance, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

11. 5:32 p.m. TEFRA Public Hearing concerning Industrial Development Revenue Note (Florida IHMC Project), Series 2013, for the purpose of loaning the proceeds of the Note to the Florida Institute for Human and Machine Cognition, Inc.

Recommendation: That the Board take the following action concerning the issuance, by the County, of a not exceeding $12,000,000 Industrial Development Revenue Bond designated "Industrial Development Revenue Note, Series 2013 (Florida Institute for Human and Machine Cognition, Inc., Project)" (herein, the "Note"), for the purpose of loaning the proceeds of the Note (the "IHMC Loan") to the Florida Institute for Human and Machine Cognition, Inc. (the "Borrower"), for financing the cost of refunding all of the remaining amount outstanding of the Pensacola-Escambia Commission Promotion and Development Commission Revenue Bonds (Florida Institute for Human and Machine Cognition, Inc., Project), Series 2008, and financing or refinancing the cost of expansion of the existing classroom and construction of a new research facility, in an aggregate size of up to 30,000 square feet, and including landscaping, parking improvements, and related architectural and construction costs, all of which will be located at 40 South Alcaniz Street, in the City of Pensacola, Florida, Escambia County, Florida (collectively, the "Project"):

A. Ratify the scheduling of the 5:32 p.m., Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Note by the County and advertising of the Notice of Public Hearing;

B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance of the Industrial Development Revenue Note, approving the IHMC Loan by the County through purchase of the Note, and approving the Project; and

C. Authorize the Chairman to execute, subject to Legal sign-off, a Memorandum of Agreement with IHMC relating to the security for the Note.

12. 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 Document Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the original *Escambia/Pensacola SHIP Program Annual Report (July 1, 2012 - June 30, 2013)*, as executed by the Chairman and the Interim County Administrator on September 6, 2013, based on the Board's April 8, 2010, adoption of the 2011-2013 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan, and received in the Clerk to the Board's Office on September 24, 2013.

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

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

A. Approve the following Minutes:

(1) The Minutes of the Second Budget Public Hearing held September 25, 2013;

(2) The Minutes of the Regular Board Meeting held September 16, 2013; and

(3) The Minutes of the First Budget Public Hearing held September 10, 2013; and

B. Accept, for filing with the Board's Minutes, the following Reports:

(1) The Report of the Agenda Work Session held September 16, 2013; and

(2) The Report of the Committee of the Whole (C/W) Workshop held September 12, 2013.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on September 9, 2013

That the Board take the following action concerning the rezoning case heard by the Planning Board on September 9, 2013:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2013-17 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2013-17**
Address:	900 Jacks Branch Road
Property Reference No.:	05-1N-31-1100-000-000
Property Size:	801.11 (+/-) acres
From:	VAG-1, Villages Agriculture District, Gross Density (five du/100 acres on one-acre parcels)
To:	R-3, One-Family and Two-Family District, (cumulative) Medium Density (ten du/acre) and; R-4, Multiple- Family District, (cumulative) Medium High Density (18 du/acre) and; V-5, Villages Clustered Residential District, Gross Density (four du/acre, if sewered and clustered) Gross Density (one du/acre, if unsewered) and; C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category:	AG/RC, Agriculture/Rural Community
Commissioner District:	5
Requested by:	Brad McLaughlin, Agent for DDJ Land Company, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Brad McLaughlin, Charles Thomas, Mike Camp, Ed Shehee, Joyce Callahan, William Joseph, Jackie Fox, C.F. Jones

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on September 9, 2013, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance adopting the 2012-2016 Update to the Five-year Schedule of Capital Improvements

   That the Board review and adopt an ordinance adopting the 2012-2016 Update to the Five-Year Schedule of Capital Improvements.

   At the September 5, 2013, Planning Board meeting, the Board recommended approval of the CIE to the Board of County Commissioners.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 12.01.00

   That the Board review and adopt an Ordinance to the Land Development Code (LDC) Article 12, to remove the Shoreline Protection Zone 1 designation along Santa Rosa Sound on Pensacola Beach.

5. 5:48 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, "Future Land Use Element"

   That the Board review and adopt an Ordinance amending Chapter 7, “The Future Land Use Element,” to adopt the Navy Federal Credit Union Urban Service Area; creating a new FLU 6 with associated objective and policies; amending the 2030 Future Land Use Map, adopting a boundary for the Navy Federal Credit Union Urban Service Area.

   At the July 1, 2013, Planning Board meeting, the Board recommended approving the Ordinance for transmittal to the Department of Economic Opportunity (DEO). On August 8, 2013, the Board of County Commissioners approved the Ordinance for transmittal to DEO. On September 12, 2013, the County received notice from DEO that they had no comments related to important state resources and facilities within their departments scope of review that would be adversely impacted by the amendment, if adopted.

6. 5:49 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Text Amendment CPA-2013-02

   That the Board review and adopt an Ordinance to the Comprehensive Plan Article amending Chapter 7, Future Land Use, Policy FLU 1.1.12, "Family Conveyance Exception".

   At the July 1, 2013 Planning Board meeting, the Board recommended approving the Ordinance for transmittal to Department of Economic Opportunity (DEO). On August 8, 2013 the Board of County Commissioners approved the Ordinance for transmittal to DEO. On September 12, 2013, the County received notice from DEO that they had no comments related to important state resources and facilities within their departments scope of review that would be adversely impacted by the amendment if adopted.

7. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 4, "Family Conveyance Exception"

   That the Board review and adopt an Ordinance to the Land Development Code (LDC) Article 4.01.03.D. At the September 5, 2013, Planning Board meeting, the board recommended approval of this Ordinance.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, November 7, 2013

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on October 7, 2013.

1. Case No.:	**Z-2013-16**
Address:	2640 W. Michigan Avenue
Property Reference No.:	42-1S-30-3004-000-003
Property Size:	2.23 (+/-) acres
From:	C-1, Retail Commercial District, (cumulative) (25 du/acre)
To:	C-2NA, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre) Bars, Nightclubs, and Adult Entertainment are Prohibited Uses
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Thomas Arnett, Agent for Crystal Beach Homes, Inc, Owner

2. Case No.:	**Z-2013-18**
Address:	6100 Mobile Highway
Property Reference No.:	39-1S-31-4412-000-001; 39-1S-31-4413-000-000
Property Size:	2.07 (+/-) acres
From:	R-3, One-Family and Two-Family District, (cumulative) Medium High Density (ten du/acre) and C-1, Retail Commercial District, (cumulative) (25 du/acre)
To:	C-1, Retail Commercial District, (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Derrel Slaughter, Owner and Agent for Janet Slaughter and Germaine York, Owners

3. Case No.: Z-2013-19

Address:	3219 Stefani Road
Property Reference No.:	38-1N-31-4301-000-000
Property Size:	3.04 (+/-) acres
From:	VR-1,Villages Rural Residential District, Gross Density (one du/four acres)
To:	V-1, Villages Single-Family Residential District, Gross Density (one du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	5
Requested by:	Randall and Mary Goad, Owners

B. 5:46 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2013-01

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Surplus and Disposal of County Assets Held by the Florida Department of Health in Escambia County - Amy Lovoy, Management and Budget Services Department Director

   That the Board authorize the surplus and disposal of the assets shown on the provided spreadsheet that are held by the Florida Department of Health in Escambia County.

2. Recommendation Concerning the Assignment of the Agreement (PD 09-10.061) Disaster Management Consulting Services - Amy Lovoy, Management and Budget Services Department Director

   That the Board approve and authorize the Chairman to execute the Assignment of the Agreement (PD 09-10.061) between Escambia County, Florida, and Witt Group Holdings, LLC, to Witt O'Brien's, LLC, for Disaster Management Consulting Services, to authorize the name change from Witt Group Holdings, LLC, to Witt O'Brien's, LLC.

3. Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Amy Lovoy, Management and Budget Services Department Director

   That the Board authorize the scheduling of a Public Hearing on December 5, 2013, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

4. Recommendation Concerning a Memorandum of Understanding with the Escambia County 4-H Foundation, Inc., for a Camp Caretaker (Maintenance Worker) Position for Fiscal Year 2013-2014 - Keith Wilkins, Community & Environment Department Director

   That the Board take the following action concerning a Memorandum of Understanding (MOU) between the Board of County Commissioners of Escambia County, Florida, and the Escambia County 4-H Foundation, Inc., to Cooperate in Funding a Camp Maintenance Worker Position:

   A. Approve the MOU that will provide for the Escambia County 4-H Foundation, Inc., to fund a part-time Camp Caretaker (Maintenance Worker) position at the Langley Bell 4-H Center, as a Grant-funded position for Fiscal Year 2013-2014; and

   B. Authorize the Chairman to sign the MOU.

5. Recommendation Concerning a Mortgage Subordination for the Wesley Haven Villa Refinancing - Keith Wilkins, Community & Environment Department Director

   That the Board take the following action concerning the Mortgage Subordination for the Wesley Haven Villa Refinancing:

   A. Approve and authorize the Chairman to execute the U.S. Department of Housing and Urban Development Office of Residential Care Facilities Subordination Agreement - Financing Section 232, Wesley Haven Villa, FHA Project Number: 063-43069 (the existing Escambia County State Housing Partnerships Program second mortgage), in conjunction with, refinancing the Wesley Haven Villa first mortgage, as requested by the Methodist Homes Corporation and the Wesley Haven Villa, Inc.; and

   B. Authorize the Chairman to execute any additional documents or certifications as may be required to culminate the subordination.

6. Recommendation Concerning the United Way of Escambia County "Day of Caring" on October 11, 2013 - David Musselwhite, Information Technology Department Director

   That the Board support the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 11, 2013, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

7. Recommendation Concerning Request for Disposition of Property for the Office of the Clerk & Comptroller - Pam Childers, Clerk of the Circuit Court

   That the Board approve the Request for Disposition of Property Form, for the Office of the Clerk & Comptroller, for property which is to be auctioned/disposed of, all of which is described and listed on the Form with the Agency and reason stated.

8. Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

   That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections' Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with the Agency and reason stated.

9. Recommendation Concerning the Escambia County Health Facilities Authority Appointment - George Touart, Interim County Administrator

   That the Board approve the appointment of Linda T. Miragliotta to the Escambia County Health Facilities Authority, effective October 3, 2013, through October 2, 2017, to replace Heber Christopher Brooks, Sr., whose term has expired. Mr. Brooks is not seeking reappointment.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Not Exceeding $12,000,000 Escambia County, Florida, Capital Improvement Revenue Note, Series 2013 - Richard Lott, Partner, McGuireWoods LLP

   That the Board adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of a not exceeding $12,000,000 Capital Improvement Revenue Note, Series 2013, approving the loan to the County from STI Institutional & Government, Inc. (the "Lender"), the terms of the loan to the County established therein, and approving the 2013 Project.

2. Recommendation Concerning Supplemental Budget Amendment #002 - Amy Lovoy, Management and Budget Services Department Director

   That the Board adopt the Resolution approving Supplemental Budget Amendment #002, Other Grants and Projects Fund (110) in the amount of $150,000 and General Fund (001) in the amount of $3,750, to recognize the 2013 Residential Construction Mitigation Program (RCMP) Residential Retrofit Grant, as awarded to Escambia County by the Florida Department of Emergency Management (FDEM) for implementation by Rebuild Northwest Florida, Inc. (Rebuild), and to appropriate these funds for the 2013 RCMP Grant.

3. Recommendation Concerning the Mahogany Mill Boat Ramp Site Remediation - Amy Lovoy, Management and Budget Services Department Director

   That the Board award a Contract to Geosyntec Consultants, Inc., per the terms and conditions of PD 12-13.062, Mahogany Mill Boat Ramp Site Remediation, in the amount of $163,900.

   [Funding: Funds for this Project are available from Community Development Block Grant, Brownfield Redevelopment, and Voluntary Cleanup Tax Credit, and will be allocated as follows: Fund 129, Cost Center 220404, Object Code 53101 - $110,448.09 (2012 CDBG) and Cost Center 220418, Object Code 53101 - $53,451.91 (VCTC Funds)]

4. Recommendation Concerning Supplemental Budget Amendment #285 - Amy Lovoy, Management and Budget Services Department Director

   That the Board adopt the Resolution approving Supplemental Budget Amendment #285, Civic Center Fund (409) in the amount of $617,436, to recognize additional fund balance, and to appropriate these funds for operational activities associated with the Pensacola Bay Center.

5. Recommendation Concerning Approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreements for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Council on Aging of West Florida, Inc. - $38,000;
2. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County - $218,500;
3. United Way of Escambia County, Inc. (211 Program) - $33,250;
4. Pensacola's Promise, Inc., d/b/a Chain Reaction - $19,000; and
5. Wildlife Sanctuary of Northwest Florida, Inc. - $30,951;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Orders.

6. Recommendation Concerning Approval of the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner:

A. Approve the State of Florida, County of Escambia, Agreement between Board of County Commissioners and District I Medical Examiner Andrea Minyard, MD, for Medical Examiner Services for Escambia County, Florida, effective for one year from October 1, 2013, through September 30, 2014, in the amount of $830,423, to be paid from the General Fund (001), Cost Center 410201;

B. Authorize the Chairman to sign the Agreement for Medical Examiner Services; and

C. Authorize the issuance of the necessary Purchase Order.

7. Recommendation Concerning Approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of $40,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Order.

8. Recommendation Concerning Approval of the Interlocal Agreement between Escambia County and the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola Relating to the Fiscal Year 2013/2014 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of $150,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2013, through September 30, 2014;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

9. Recommendation Concerning the Issuance of Fiscal Year 2013/2014 Purchase Orders in Excess of $50,000 - Amy Lovoy - Management and Budget Services Department Director

That the Board for Fiscal Year 2013/2014 approve the issuance of individual Purchase Orders, based upon previously awarded annual requirements, as follows:

A. Northwest Florida Legal Services, Inc. - $124,688
Vendor Number: 141832
Legal Aid
Fund 115
Cost Center: 410802
Account Code: 58201

B. Warren Averett LLC - $211,706
Vendor Number: 230810
Audit Services
Fund 001
Cost Center: 140201/410701
Account Code: 53101

C. SMG - $342,838.32
Vendor Number: 190107
Bay Center Management Fee
Fund 409
Cost Center: 360401
Account Code: 53401

D. Florida Department of Health - $337,649
d/b/a Escambia County Health Department
Vendor Number: 051513
Health Services
Fund 001
Cost Center: 360301
Account Code: 58101

10. Recommendation Concerning Supplemental Budget Amendment #268 for Employee Raises and Jail Transition - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #268, Internal Services Fund (501) and the General Fund (001), in the amount of $1,028,436 transferring funds from the Internal Services Fund to the General Fund to provide monies for the differential necessary to fund employee raises ($528,436) and to fund the estimate of the leave buy-downs for employees of the Detention System.

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

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

A. Award Task Order-based Continuing Contracts to Bosso-Imhof Environmental Sciences, Inc., per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

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

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

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

12. Recommendation Concerning Approval of Miscellaneous Appropriation Agreements for Fiscal Year 2013/2014 for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105:

1. African American Heritage Society, Inc. - $25,000; and

2. West Florida Historic Preservation, Inc. - $70,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

13. Recommendation Concerning the Guidy Lane Roadway and Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Panhandle Grading & Paving, Inc., for the Guidy Lane Roadway and Drainage Improvements, PD 12-13.060, in the amount of $1,243,669.50.

[Funding: Fund 352, LOST III, Cost Center 210104, Object Code 56301, Project #09EN0315, $250,572; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #12EN2055, $795,495; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2375, $197,602.50]

14. Recommendation Concerning Ricoh Copier Lease for Escambia County Extension - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the University of South Florida Leasing Contract ITN#9-13-G, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Section 46-106, Multi-Year Lease and Lease Purchase Agreements, and Chapter 46, Section 46-44, Applications; exemptions, and the Ricoh Master Lease approved by the Board, March 3, 2009, and award a Purchase Order to Ricoh Americas Corporation, for a 60-month lease option for Escambia County Extension, as outlined in the pricing detail, in the amount of $172.33 per month, PD 12-13.064

[Funding: Fund 001, General Fund, Cost Center 221201, Object Code 54401]

15. Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property on East Olive Road from Interstate Pawn, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property located at 2800 East Olive Road from Interstate Pawn, Inc.:

A. Accept the donation of a parcel of real property, approximately 94.863 square feet, located at 2800 East Olive Road from Interstate Pawn, Inc., for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, 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 Warranty Deed as of the day of delivery of the Warranty Deed 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]

16. Recommendation Concerning Granting a Conservation Easement to Northwest Florida Water Management District for the Brookhollow Subdivision Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning granting a Conservation Easement to Northwest Florida Water Management District for the Brookhollow Subdivision Drainage Project:

A. Approve the Conservation Easement between Escambia County and Northwest Florida Water Management District to permit wetland impacts associated with the Brookhollow Subdivision Drainage Project;

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

C. Authorize the Chairman to sign the Conservation Easement and any other documents associated with the granting of the conservation easement.

[Funds for incidental expenditures associated with the recording of documents are available in Engineering Escrow account accessed by the Escambia County Clerk's Office]

17. Recommendation Concerning the Acquisition of Real Property Located at 3601 North Pace Boulevard from Robina Mehmood - Joy D. Blackmon, P. E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase between Robina Mehmood and Escambia County, for the acquisition of real property located at 3601 North Pace Boulevard.

Board action of September 5, 2013, authorized staff to make an offer of $360,000 to the property owner located at 3601 North Pace Boulevard. The property owner has agreed to the purchase price and has executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

[Funding for this Project is available in Funding Source: Fund 352, "LOST III," Account 210107/56101/56301, Project No. 12EN1763]

18. Recommendation Concerning the Acceptance of a Drainage and Access Easement from Mleaf Ventures, LLC, and Maple Leaf Estates Owners Association, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage and Access Easement from Mleaf Ventures, LLC, and Maple Leaf Estates Owners Association, Inc.:

A. Accept the donation of the Drainage and Access Easement from Mleaf Ventures, LLC, and Maple Leaf Estates Owners Association, Inc., for the Maple Leaf Estates Drainage Project;

B. Authorize the payment of documentary stamps, as the drainage and access easement is being donated for governmental use, which is for stormwater drainage and infrastructure, as the County benefits from the acceptance of this Drainage and Access 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 Drainage and Access Easement as of the day of delivery of the Drainage and Access 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 the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

19. Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property on East Olive Road from Arthur J. and Kaja G. Nowicki - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property located at 8101 Chapperal Drive, which is the northeast corner of the intersection of Caminitti Lane and East Olive Road from Arthur J. and Kaja G. Nowicki:

A. Accept the donation of a portion of real property, approximately 63.289 square feet, located at 8101 Chapperal Drive from Arthur J. and Kaja G. Nowicki, for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, 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 Warranty Deed as of the day of delivery of the Warranty Deed 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]

20. Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property on East Olive Road from David L. and Janet L. Jennings - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property located at 2277 East Olive Road, from David L. and Janet L. Jennings:

A. Accept the donation of a parcel of real property, approximately 98.245 square feet, located 2277 East Olive Road from David L. and Janet L. Jennings, for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, 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 Warranty Deed as of the day of delivery of the Warranty Deed 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]

21. Recommendation Concerning a Task Order for the Guidy Lane Roadway and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute a Task Order to Hatch Mott MacDonald, LLC, in the amount of $99,133.24, on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection, and Project Management Services for the Guidy Lane Roadway and Drainage Improvements Project.

Due to reduced Staff levels in the areas of Engineering, Inspection and Project Management, this Task Order is necessary for the suitable completion of the Guidy Lane Roadway and Drainage Improvement Project. Under this Task Order, the consultant will provide construction, engineering, inspection, and project management services.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #12EN1742, "Guidy Lane"]

22. Recommendation Concerning the State Road 10 (US 90A - Nine Mile Road) Turn Lane - Locally Funded Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State Road 10 (US 90A - Nine Mile Road) Turn Lane - Locally Funded Agreement:

A. Adopt the Resolution supporting the installation of a directional left turn lane on State Road 10 for westbound traffic to Louise Avenue and authorizing the Chairman to sign the Locally Funded Agreement between the State of Florida, Department of Transportation and Escambia County - Project 416940-1-52-07; and

B. Approve the Locally Funded Agreement between the State of Florida, Department of Transportation and Escambia County - Project 416940-1-52-07.

[Funds are available in Fund 352 'LOST III", Account 210107/56301, Project #13EN2535, "Nine Mile at Louise Avenue"]

23. Recommendation Concerning an Agreement Between the Florida Fish and Wildlife Conservation Commission and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the FWC Contract #12485, State of Florida, Fish and Wildlife Conservation Commission Grant Agreement for "Land Acquisition for Recovery and Management of Perdido Key Beach Mice," Escambia County, FL Habitat Conservation Plan Land Acquisition:

A. Approve the Agreement between the Florida Fish and Wildlife Conservation Commission and Escambia County, to provide Federal funding for land acquisition for recovery and management of Perdido Key beach mice with a Grant award, in the amount of $2,364,522; and

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

[Funding: Grant amount is $2,364,522 with a 26% local match. The 26% match is identified in LOST III, Fund 352: Project 08NE0072 (Perdido Key HCP), $70,901; Project 08NE0048 (Primary Dune Restoration), $18,473; Project 12NE1712 (Perdido Key Access), $688,500; and Project 08NE0028 (Environmentally Sensitive Lands), $30,000]

24. Recommendation Concerning 2013/2014 Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2013/2014 Emergency Solutions Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve an ESG Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of $87,689, to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street, effective October 3, 2013, through September 30, 2014; and

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

[Funding: Fund 110, ESG, Cost Center to be assigned]

25. Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2013-2014:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services; Providing for an Effective Date," for the Contract year of October 1, 2013, through September 30, 2014; and

B. Authorize the Chairman to sign the Resolution and the Contract.

26. Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of $50,000, for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	TESI Staffing and Employee Screening Services, Inc. Vendor Number: 200955 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $80,500	$80,500	PD 11-12.035
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $133,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $900	$133,900	PD 08-09.044
C.	Allied Waste Services of North America Vendor Number: 010420 Refuse and Recycling Container Service Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $144,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $12,800	$156,800	PD 12-13.041

D.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $655,000	$655,000	PD 10-11.049
E.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $50,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $1,800	$51,800	PD 12-13.056

27. Recommendation Concerning Out-of-County Travel for Northwest Florida's Aerospace Marketing Efforts in Hamburg, Germany - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for Commissioner Gene M. Valentino and George Touart, Interim County Administrator, to attend the Northwest Florida's aerospace marketing efforts in Hamburg, Germany, on December 7, 2013, through December 12, 2013, including any County-related communication charges associated with their Verizon cell phones while in Hamburg, Germany. The total cost of this trip will not exceed $6,000 per person.

28. Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000 for Lobbyist Services for Fiscal Year 2013-2014 - George Touart, Interim County Administrator

That the Board approve the issuance of individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, for Federal and State Lobbyists to represent Escambia County during Fiscal Year 2013-2014, as follows:

Vendor/Contractor	Amount	Contract Number
Gentry and Associates, LLC Vendor Number: 071229 State Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101 (Professional Services - $60,000)	$60,000	PD 10-11.055
Alcade and Fay, LTD Vendor Number: 010368 Federal Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101 (Professional Services - $43,000)	$43,000	*PD 10-11.001

*PD 10-11.001 (Federal Lobbyist Services) will expire on March 2, 2014, resulting in a six-month Contract for Alcade and Fay, LTD.

29. Recommendation Concerning Individual Purchase Orders for Security Services for Various County Buildings for Fiscal Year 2013-2014 - George Touart, Interim County Administrator

That the Board, for Fiscal Year 2013-2014, approve the issuance of individual Purchase Orders, based on Amendment #3 to the Agreement for Security Services, PD 10-11.043, to Securitas Security Services, USA, Inc., for the following buildings:

A. The MC Blanchard Judicial Center, Juvenile Justice Center, and Child Support Center, in the amount of $230,000; and

B. The Ernie Lee Magaha Government Building, in the amount of $35,000.

[Item A Funding: Article-V (115), Cost Center 410505, Object Code 53401; Item B Funding: General Fund, Fund 001, Cost Center 110201, Object Code 53401]

30. Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of $50,000, for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, for the Fiscal Year 2013-2014, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Solid Waste Management Department.

31. Recommendation Concerning the Assignment of Letter of Agreement with Barbara H. Wade, M.D., to Infectious Diseases Associates of Northwest Florida, P.A. - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Assignment of Letter of Agreement with Barbara H. Wade, M.D., to Infectious Diseases Associates of Northwest Florida, P.A., providing HIV consultation, evaluation, management, and related services for the inmates at the Escambia County Jail:

A. Approve the Assignment of Letter of Agreement; and

B. Authorize the Interim County Administrator to sign the Assignment of Letter of Agreement.

[Funding: Fund 001, General Fund, Medical, Cost Center 290402]

32. Recommendation Concerning Out-of-County Travel - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for the following:

A. Any representative of the Commission, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2013/2014 Annual Travel/Conference Schedule;

B. Any Commissioner who wishes to participate in the Florida Association of Counties' Certified County Commissioner and Advanced Certified County Commissioner Programs;

C. Commissioner Gene M. Valentino and Commissioner Grover C. Robinson, IV, who are required to attend various meetings with the Florida Association of Counties' Board of Directors; and

D. Commissioner Grover C. Robinson, IV, who will be installed in June 2014, as the President of the Florida Association of Counties, which will require him to attend various meetings with the Florida Association of Counties, the National Associations of Counties (NACo), and the Florida League of Cities.

33. Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of $50,000 for the West Florida Public Library - George Touart, Interim County Administrator

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts or Contractual Agreements, for the West Florida Public Library for Fiscal Year 2013-2014, as follows:

A. Temporary Employment Services
Fund: 113 (Library Fund)
Cost Center: 110501
Object Code: 53401
Amount: $350,000
For: Temporary Employment Services;

B. Baker & Taylor
Fund: 113 (Library Fund)
Cost Center: 110501
Object Code: 55401
For: Library Books;

C. Brodart
Fund: 113 (Library Fund)
Cost Center: 110501
Object Code: 55401
For: Library Books; and

D. Midwest Taylor
Fund: 113 (Library Fund)
Cost Center: 110501
Object Code: 55401
For: Library Books.

[Funding: Fund 113, Library Services, Cost Center 110501, Object Code 53401 (Temporary Services), and Object Code 55401 for Books, Publications, and Subscriptions]

III. For Discussion

1. Recommendation Concerning the Letter From Board of County Commissioners in Support of ECAT Stops at Local Simon Properties - Joy D. Blackmon, P.E., Public Works Department Director

That the Board accept and authorize the Commission to sign the provided letter, from the Board of County Commissioners, in support of Escambia County Area Transit (ECAT) stops at local Simon Properties (Cordova Mall and University Town Plaza).

ECAT has not had stops on the grounds of either of these shopping centers in recent years. The County and ECAT would like to work with Simon Properties to implement strategic interior locations for the placement of benches/bus shelters to better serve the mall patrons, as well as, Escambia County residents. The existing bus stops border these properties, with buses picking up and dropping off riders on major roadways, and are not very conducive to ease of access, especially during inclement weather.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Transferring 220 Microsoft Licenses from the Sheriff to the County

That the Board ratify the Chairman's signature on the attached Perpetual License Transfer Form with Microsoft effective October 1, 2013.

2. Recommendation Concerning Amendment to the Committee of the Whole Agenda and Meeting Procedures Policy

That the Board consider approving an amendment to the attached Committee of the Whole Agenda and Meeting Procedures Policy in order to ensure compliance with SB 50 regarding the public's right to participate in public meetings.

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

That the Board approve an additional $16,003.40 for a washout workers' compensation settlement for former employee Sandra Ammons. An excess workers' compensation carrier shall reimburse Escambia County for 100.0% of this settlement amount.

4. Recommendation Concerning Approval of Assignment of Agreements with David Morgan, Sheriff of Escambia County, Florida, relating to Contracts for Reimbursement of Training Expenses.

That the Board take the following action:

A. Approve the Assignment of Agreements; and

B. Authorize the Chairman to sign the Assignment of Agreements.

5. Recommendation Concerning Approval of Standard Contract for Reimbursement of Training Expenses.

That the Board take the following action:

A. Approve the Standard Contract for Reimbursement of Training Expenses; and

B. Authorize the Interim County Administrator or designee to sign the Contracts as may be necessary without further Board action.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5031 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 10/03/2013
Issue: Adoption of Proclamations
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following three Proclamations:

A. The Proclamation commending and congratulating Debra C. Rice on her selection as the "Employee of the Month" for October 2013;

B. The Proclamation commending and congratulating Navy Federal Credit Union on its 80th Anniversary of service and the 10th Anniversary of its Greater Pensacola Operations here in Escambia County and encouraging the citizens of Escambia County to join in recognizing Navy Federal Credit Union for its long and dedicated service to the military community and its more recent contributions to the economic growth and development of Escambia County; and

C. The Proclamation supporting the Escambia County School District and their efforts to be awarded the "PALMS (Personalizing All Learning in Middle Schools) Race to the Top District Grant."

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Proclamations

PROCLAMATION

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

***WHEREAS**, Debra C. Rice, an Accounting Assistant conducting transactions as a Weigh Station Operator in the Solid Waste Management Department, began her employment with the County on September 22, 2005, and is selected for "Employee of the Month" for October 2013, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Mrs. Rice is responsible for processing information to determine correct rates and accounting data for disposal of material at the Perdido Landfill and Palafox Transfer Station facilities; and*

***WHEREAS**, as a Weigh Station Operator, Mrs. Rice is required to inspect incoming loads for prohibited waste, identify types of material for disposal, and provide direction for customers to off loading areas. She typically conducts up to 400 transactions per day; and*

***WHEREAS**, Mrs. Rice is credited with voluntarily updating manuals, processes, and procedures to ensure consistent and productive customer service. Diligently working with supervision and coworkers, she has helped to map out and streamline processes and has voluntarily assisted supervision to overcome challenging work schedules to maintain coverage, as well as, to maintain morale among her coworkers; and*

***WHEREAS**, Mrs. Rice voluntarily contributes her time and effort to serve on the Solid Waste Management Department's Safety Committee, and on scheduled days off, she consistently makes a special effort to communicate to her coworkers any changes or special conditions associated with providing customer service information;*

***WHEREAS**, Mrs. Rice is the Department's County cheerleader and promotes participation and benefits associated with the Escambia County Recycling Program. She demonstrates a consistent positive attitude and a sincere, caring spirit for her work crew. Her customers are not just greeted, they are genuinely welcomed by Mrs. Rice who routinely shares with customers and other employees the County programs, community events, and current happenings.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mrs. Debra C. Rice on her selection as the "Employee of the Month" for October 2013.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: October 3, 2013

PROCLAMATION

***WHEREAS**, Navy Federal Credit Union, a member-owned and not-for profit organization with seven members, opened its doors as the Navy Department Employees' Credit Union of the District of Columbia in 1933; and*

***WHEREAS**, big enough to serve its members anywhere in the world and small enough to treat them as individuals, Navy Federal Credit Union, during its 80 years of service, has expanded its membership to serve the Navy, Marine Corps, Army, Air Force, Coast Guard, National Guard, and Department of Defense to become the world's largest credit union with over 4 million members and more than 230 branches; and*

***WHEREAS**, Navy Federal Credit Union has been named three times by FORTUNE magazine as one of the "100 Best Companies to Work For" and employs over 11,000 dedicated employees worldwide who are committed to serving its members and their families anywhere and anytime; and*

***WHEREAS**, Navy Federal Credit Union opened its 24-hour Contact Center at the Heritage Oaks campus in 2003 with a team of 61 employees; and*

***WHEREAS**, during its 10 years of service here in Escambia County, employing over 3,200 employees, Navy Federal's Greater Pensacola Operations location has expanded its business units to include a Contact Center, Collections, Lending, and Membership; and*

***WHEREAS,** Navy Federal Credit Union plans to add 1,500 new jobs and invest $200 Million into the area as part of a campus development strategy that will set the stage on the recently-acquired, 240-acre 4-H Club parcel adjacent to the Heritage Oaks Campus for another decade of growth.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates Navy Federal Credit Union on its 80th Anniversary of service and the 10th Anniversary of its Greater Pensacola Operations here in Escambia County.*

***BE IT FURTHER PROCLAIMED**, that the Board encourages the citizens of Escambia County to join in recognizing Navy Federal Credit Union for its long and dedicated service to the military community and its more recent contributions to the economic growth and development of Escambia County.*

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: October 3, 2013

PROCLAMATION

***WHEREAS**, the Personalizing All Learning in Middle Schools (PALMS) Race to the Top District Grant will focus on three areas to improve the middle schools of the Escambia County School District; and*

***WHEREAS**, the PALMS Race to the Top District Grant's first focus area will target improving teacher practices that support highly engaging classrooms; and*

***WHEREAS**, the PALMS Race to the Top District Grant's second focus area will target the development of student supports that help students and their families prepare for a much more rigorous future; and*

***WHEREAS**, the PALMS Race to the Top District Grant's third focus area will target leadership and management that supports ongoing training and coaching to ensure that the systems and practices put in place are used effectively and efficiently.*

***NOW, THEREFORE BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, supports the Escambia County School District and their efforts to be awarded the "PALMS Race to the Top District Grant."*

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: October 3, 2013

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4998 **Written Communication** **8.**
BCC Regular Meeting
Meeting Date: 10/03/2013
Issue: Environmental (Code) Enforcement Lien Relief – 301 Godwin Street
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

September 3, 2013 - Email communication from Chad J. Tamaroff, Greenspoon Marder, P.A., requesting the Board forgive a Code Enforcement Lien attached to property located at 301 Gordon Street.

Recommendation: That the Board review and consider lien relief request made by Chad J. Tamaroff, Esquire, against property located at 301 Godwin Street.

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:

This property has three (3) liens attached to it. See attachments.

Chad Tamaroff, Greenspoon Marder, P.A. is requesting lien forgiveness on the three attached liens as well as a parcel release on two liens placed on 805 Decatur Avenue which were also owned by the former owners.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Lien 1:

Daily Fines: $80,500.00
Court Cost: $1,100.00

Total amount $81,600.00

Lien 2:

Abatement Cost: $1,730.00
Administration Cost: $18.50

Total amount $1,748.50

Lien 3:

Abatement Cost: $1,000.00
Administration Cost: $18.50

Total amount $1,018.50

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

301 Godwin Street

Sandra F Slay

From: Chad Tamaroff [Chad.Tamaroff@gmlaw.com]
Sent: Tuesday, September 03, 2013 10:53 AM
To: Sandra F Slay
Cc: Marla Neufeld
Subject: RE: Property located at 301 Godwin St 19 BHID # 739530

Sandra,

As we just discussed, my client is seeking a lien reduction in all cases cited below. They acquired the property at a tax deed sale. I understand that the hard costs are non-negotiable. Additionally, as my client does not own the property located at 805 Decatur Ave. We are respectfully requesting that the cross liens for Case CE# 09-06-04119 and Case # 09-0502818 be partially satisfied as against 301 Godwin St 19. Please let me know if there is any other information you need.

Chad J. Tamaroff Esq.
Shareholder

Greenspoon Marder, P.A.
100 West Cypress Creek Road, Suite 700
Ft. Lauderdale, Florida 33309
Main Office: 954-491-1120
Direct Ph: 954-343-6949
Direct Fax: 954-343-6950
Chad.Tamaroff@gmlaw.com

-----Original Message-----
From: Sandra F Slay [mailto:SFSLAY@co.escambia.fl.us]
Sent: Tuesday, September 03, 2013 11:25 AM
To: Chad Tamaroff
Cc: Marla Neufeld
Subject: RE: Property located at 301 Godwin St 19 BHID # 739530

We had 4 liens but we received payment on the CE130501771 case today. That leaves you three unpaid liens.

I'll break them down by case number for tracking purposes.

CE07040500 Total lien is $81,600.00 - $1,100.00 is court cost (hard cost) and $80,500.00 is daily fines. It's these fines you can actually ask the board for a reduction or forgiveness on.

CE090301495 Total lien is $1,748.50 - this is all hard cost, no fines. The board doesn't usually give any hard cost.

CE100502701 Total line is $1,018.50- again this is all hard cost.

Please keep in mind these totals do not include the filing fees or interest that may have accrued.

If I can be of further assistance please let me know.

Sandra

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:	**301 Godwin Street**
Property Owner:	**Conquest Investments, Inc**
Original Complaint:	**Overgrowth, trash, debris and nuisance conditions and unsafe mobile homes**
EE Case #:	**CE07040500**

04/03/07 Received complaint. Officer investigated and observed nuisance conditions, trash, debris, overgrowth and 41 unsafe mobile homes.

04/19/07 due to the condition of the mobile homes in this park and emergency hearing was requested by officer. Officer took photos of 41 dilapidated mobile homes.

04/24/07 Title search was received and revealed owners.

04/24/07 Special Magistrate notice was mailed both regular and certified mail.

05/10/07 Hearing held. Court awarded court cost in the amount of $1,100.00, $250.00 per day fine with a deadline of May 18, 2007 to abate violations.

05/19/07 Reinspection conducted and violations remained.

04/14/08 Violations abated by the owner.

Cost

Daily Fines	**$80,500.00**
Administration Cost	**$1,100.00**
Total	**$81,600.00**

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: 301 Godwin Street
Property Owner: Conquest Investments, Inc
Original Complaint: Overgrowth, trash, debris and nuisance conditions
EE Case #: CE090301495

03/17/09 Received complaint. Officer investigated and observed nuisance conditions, trash, debris and overgrowth. Copy of notice of violation was posted at property.

03/18/09 Notice of violation mailed to owner both regular and certified mail.

03/31/09 Reinspection was conducted and violations remained.

04/07/09 Violations remained. Officer referred case to summary abatement.

04/09/09 Notice of violation returned marked "Unclaimed".

06/04/09 Property was put out for bid. Violations remained.

06/11/09 Abated by Escambia County in the amount of $1,748.00

Cost

Abatement Cost	$1,730.00
Administration Cost	$18.50
Total	$1,748.50

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: 301 Godwin Street
Property Owner: Conquest Investments, Inc
Original Complaint: Overgrowth, trash, debris and nuisance conditions
EE Case #: CE100502701

05/12/10 Received complaint. Officer investigated and observed nuisance conditions, trash, debris and overgrowth. Copy of notice of violation was posted at property.

05/13/10 Notice of violation mailed to owner both regular and certified mail.

06/02/10 Notice of violation returned marked "Unclaimed".

06/02/10 Reinspection conducted and violations remained. Officer referred case for summary abatement.

06/10/10 Property was put out for bid. Violations remained.

07/15/10 Abated by Escambia County in the amount of $1,018.00

Cost

Abatement Cost	$1,000.00
Administration Cost	$18.50
Total	$1,018.50

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4995 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 10/03/2013

Issue: 5:31 p.m. Public Hearing - Petition to Vacate an Unnamed Right-of-Way in the Pensacola Home Orchards Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate an unnamed Right-of-Way in the Pensacola Home Orchards Subdivision, as petitioned by Southern District of the Christian and Missionary Alliance, Inc.

Recommendation: That the Board take the following action concerning the Petition to Vacate an unnamed Right-of-Way in the Pensacola Home Orchards Subdivision, as petitioned by Southern District of the Christian and Missionary Alliance, Inc.:

A. Approve or deny the Petition to Vacate an unnamed Right-of-Way (20' x 315' = 6,300 square feet or approximately 0.14 acre), as petitioned by Southern District of the Christian and Missionary Alliance, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

BACKGROUND:

Petitioners own a parcel of property in the Pensacola Home Orchards Subdivision, at 4918 Mobile Highway. There is a 20' wide unnamed right-of-way bisecting the parcel as shown on the plat of said Pensacola Home Orchards Subdivision as recorded in Plat Deed Book 87 at Page 524, of the public records of Escambia, Florida. Petitioners are requesting that the Board vacate any interest the County has in the unnamed right of way (20' x 315' = 6300 square feet or approximately 0.14 acres), as shown on the plat of said subdivision, lying between Lot 1, Block E and Lot 40, Block S, Pensacola Home Orchards Subdivision. Staff has expressed no opinion on the title to the vacated area if petitioner's request were approved.

Engineering staff and concerned utility companies have reviewed this request and none have any objection to the proposed vacation. No one will be denied access to his or her property as a

result of this vacation.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Petition to Vacate

Hold Harmless

Resolution

Notice of Adoption

Plat Deed Book 87 Page 524

aerial map

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

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

20 Foot Strip of land (see attached Exhibit)

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

All of that certain un-named right-of-way (20' x 330') as shown on the plat of Pensacola Home Orchards Subdivision as recorded in Plat Deed Book 87 at Page 524 of the public records of Escambia County, Florida, lying between Lot 1, Block 'E' and Lot 40, Block 'S' of said Pensacola Home Orchards Subdivision. All lying and being in Section 14, Township 2 South, Range 30 West, Escambia County, Florida.

1. That the Petitioner(s), **Southern District of the Christian and Missionary Alliance, Inc.** Presently own the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

That 20' strip of land that divides parcel
14-2S-30-2001-001-005
See Exhibit Below

2. That the Petitioner(s), **Southern District of the Christian and Missionary Alliance, Inc.** desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 14 Township 2 South Range 30 West and recorded in Plat Deed Book 87 at Page 524 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Southern District of the Christian and Missionary Alliance, Inc.
Corporation of Company Name

Rev. Fred King
Petitioner(s) Name

5998 Deerfoot Pkwy
Street Address

Trussville, AL .
City State

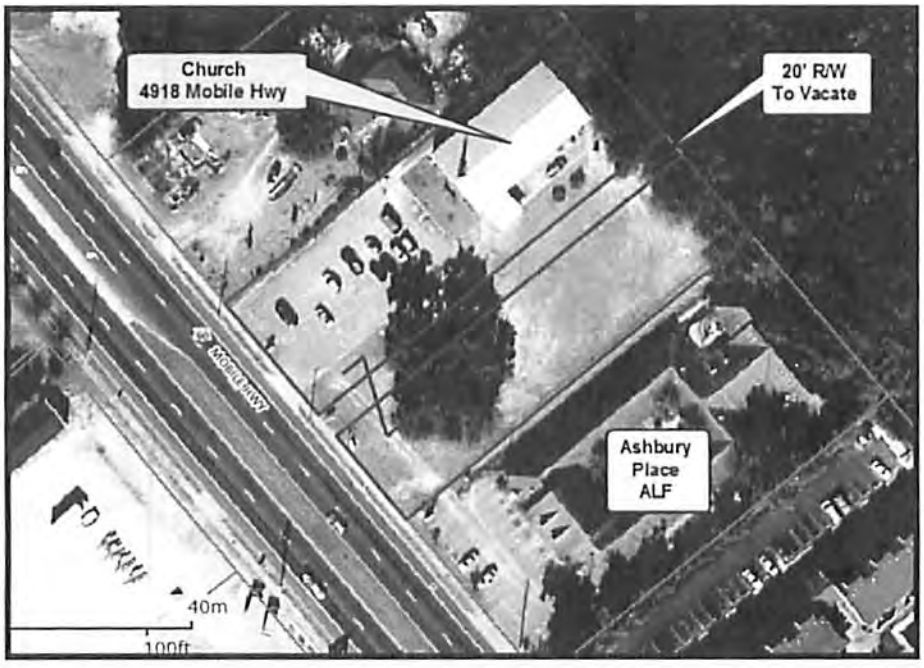
(205) 661-9585 (Off) / (205) 266-3959 (Cell)
Phone Number

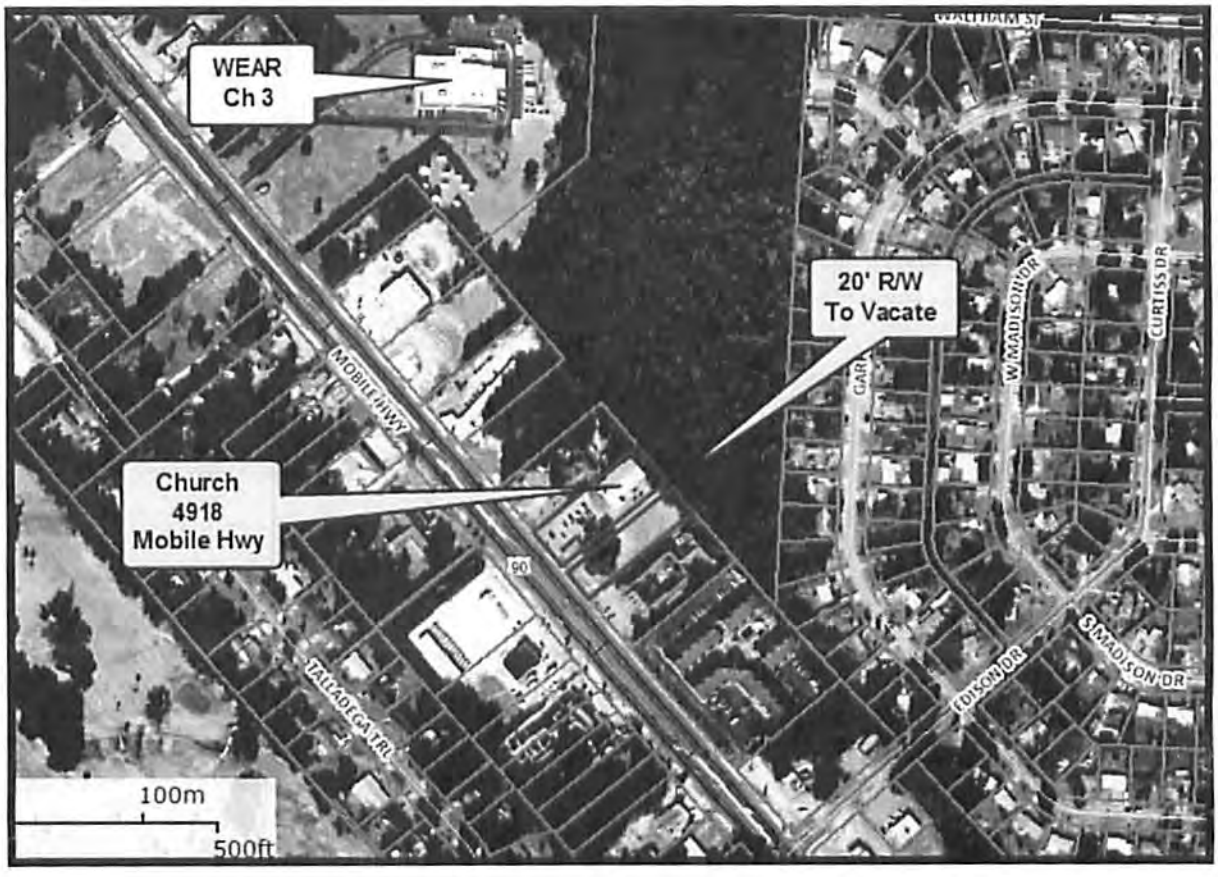
Gary Watson
Agent's Name

(850) 232-7576
Agent's Phone Number
March 19, 2013
Date:

See Exhibits Next Pages

Exhibit
4918 Mobile Hwy





HOLD/HARMLESS AGREEMENT

WHEREAS, Southern District of the Christian and Missionary Alliance, Inc. hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

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

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

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

All of that certain un-named right-of-way (20' x 330') as shown on the plat of Pensacola Home Orchards Subdivision as recorded in Plat Deed Book 87 at Page 524 of the public records of Escambia County, Florida, lying between Lot 1, Block "E" and Lot 40, Block "S" of said Pensacola Home Orchards Subdivision. All lying and being in Section 14, Township 2 South, Range 30 West, Escambia County, Florida.

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

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

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

Southern District of the Christian and Missionary Alliance, Inc.
Corporation or Company Name

Executed in the presence of:

Sharon S. Henning
Witness
Sharon S. Henning
Print or type name
TERRY YORK
Witness
Terry York
Print or type name

Petitioner
Philip H. Hagar
Philip H Hagar

Title: DISTRICT SUPERINTENDENT / PRESIDENT

Date: 9/16/2013

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 16 day of SEPTEMBER, 20 13, by PHILIP H. HAGAR as District Superintendent/President of Southern District of the Christian and Missionary Alliance, Inc. He/She is (___) personally known to me, (___) produced current Florida/Other AL DL driver's license as identification, and/or (X) produced current AL DL as identification.

Notary Public
JAMES Arnold Crawford
Print or type name

(Notary Seal must be affixed)

Commission Expires: MY COMMISSION EXPIRES OCTOBER 29, 2015
Commission Number:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By
Deputy Clerk

Approved by the B.C.C. on:

RESOLUTION NUMBER R_____-_____

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

WHEREAS, Southern District of the Christian and missionary Alliance, Inc. has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

All of that certain un-named right-of-way (20' x 330') as shown on the plat of Pensacola Home Orchards Subdivision as recorded in Plat Deed Book 87 at Page 524 of the public records of Escambia County, Florida, lying between Lot 1, Block "E" and Lot 40, Block "S" of said Pensacola Home Orchards Subdivision. All lying and being in Section 14, Township 2 South, Range 30 West, Escambia County, Florida.

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

WHEREAS, Petitioner(s) District of the Christian and missionary Alliance, Inc., has caused to be published on September 19, A.D., 2013, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 pm on the 3rd day of October 2013 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere

with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.

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

All of that certain un-named right-of-way (20' x 330') as shown on the plat of Pensacola Home Orchards Subdivision as recorded in Plat Deed Book 87 at Page 524 of the public records of Escambia County, Florida, lying between Lot 1, Block "E" and Lot 40, Block "S" of said Pensacola Home Orchards Subdivision. All lying and being in Section 14, Township 2 South, Range 30 West, Escambia County, Florida.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on _____, A.D., 20____, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

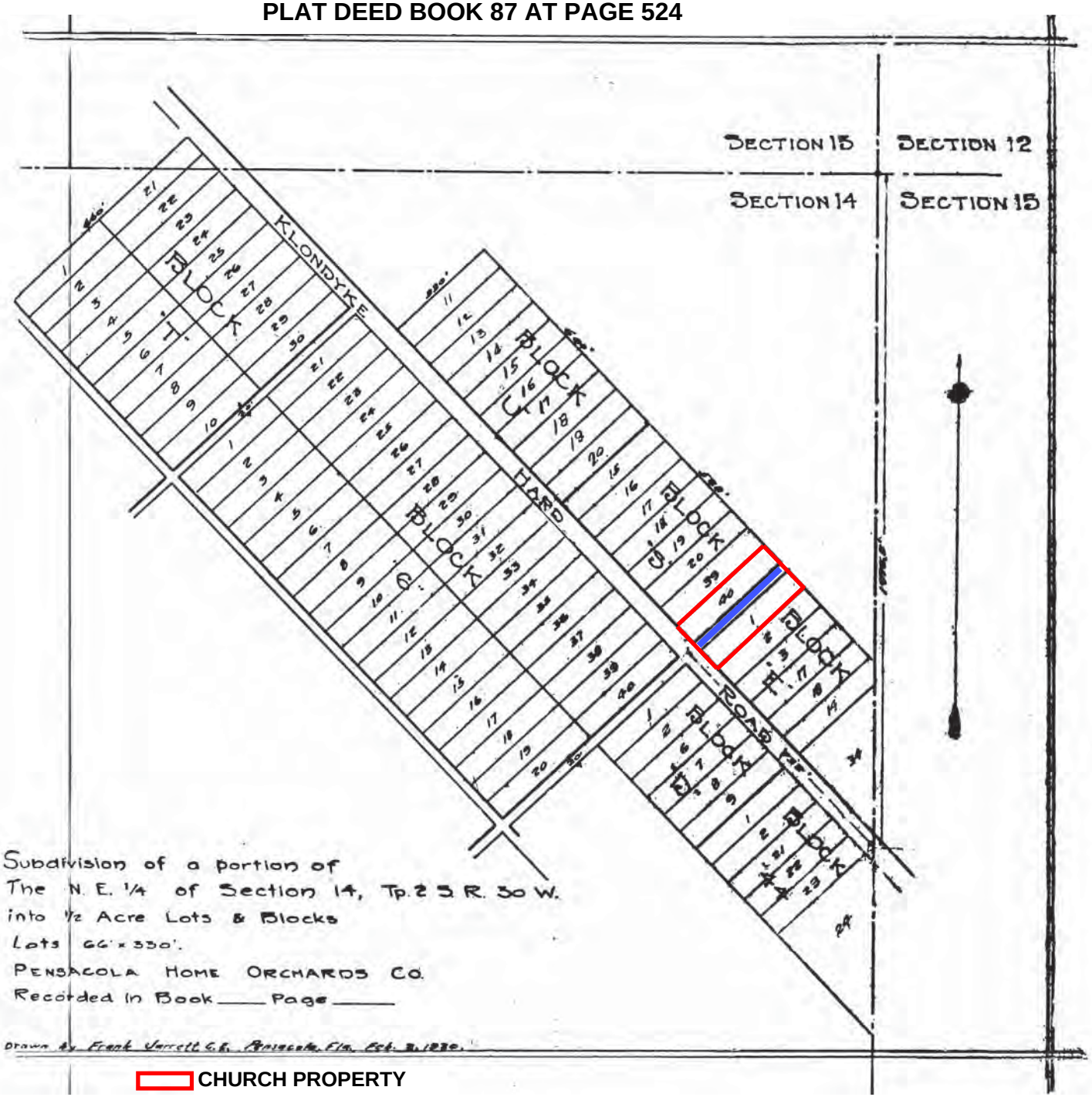
All of that certain un-named right-of-way (20' x 330') as shown on the plat of Pensacola Home Orchards Subdivision as recorded in Plat Deed Book 87 at Page 524 of the public records of Escambia County, Florida, lying between Lot 1, Block "E" and Lot 40, Block "S" of said Pensacola Home Orchards Subdivision. All lying and being in Section 14, Township 2 South, Range 30 West, Escambia County, Florida.

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

Dated this _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

PENSACOLA HOME ORCHARDS SUBDIVISION
PLAT DEED BOOK 87 AT PAGE 524



SHEET 250

CHURCH PROPERTY

20' WIDE UN-NAMED RIGHT-OF-WAY

EXHIBIT A

20' RIGHT-OF-WAY, PENSACOLA HOME ORCHARDS SUBDIVISION

Petitioner: Southern District of the Christian and Missionary Alliance Inc.

ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 03/26/13 DISTRICT 2

20' ROW, Pensacola Home Orchards Subdivision requested to be vacated

Southern District of the Christian and Missionary Alliance Inc.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5050 **Public Hearings 11.**

BCC Regular Meeting

Meeting Date: 10/03/2013

Issue: 5:32 p.m. TEFRA Public Hearing – Approval Escambia County, Florida Industrial Development Revenue Note (Florida IHMC Project), Series 2013

From: Richard Lott, Partner

Organization: McGuireWoods LLP

CAO Approval:

RECOMMENDATION:

5:32 p.m. TEFRA Public Hearing concerning Industrial Development Revenue Note (Florida IHMC Project), Series 2013, for the purpose of loaning the proceeds of the Note to the Florida Institute for Human and Machine Cognition, Inc.

Recommendation: That the Board take the following action concerning the issuance, by the County, of a not exceeding $12,000,000 Industrial Development Revenue Bond designated "Industrial Development Revenue Note, Series 2013 (Florida Institute for Human and Machine Cognition, Inc., Project)" (herein, the "Note"), for the purpose of loaning the proceeds of the Note (the "IHMC Loan") to the Florida Institute for Human and Machine Cognition, Inc. (the "Borrower"), for financing the cost of refunding all of the remaining amount outstanding of the Pensacola-Escambia Commission Promotion and Development Commission Revenue Bonds (Florida Institute for Human and Machine Cognition, Inc., Project), Series 2008, and financing or refinancing the cost of expansion of the existing classroom and construction of a new research facility, in an aggregate size of up to 30,000 square feet, and including landscaping, parking improvements, and related architectural and construction costs, all of which will be located at 40 South Alcaniz Street, in the City of Pensacola, Florida, Escambia County, Florida (collectively, the "Project"):

A. Ratify the scheduling of the 5:32 p.m., Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Note by the County and advertising of the Notice of Public Hearing;

B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance of the Industrial Development Revenue Note, approving the IHMC Loan by the County through purchase of the Note, and approving the Project; and

C. Authorize the Chairman to execute, subject to Legal sign-off, a Memorandum of Agreement with IHMC relating to the security for the Note.

BACKGROUND:

On June 20, 2013, the Board approved the County funding a loan to the Borrower in a not exceeding amount of $12,000,000 for the purpose of expanding the downtown campus of the Borrower and refinancing the 2008 IHMC Bonds. The proposed Note is to be issued to evidence a loan from the County for the purpose of purchasing the Note. Simultaneously with the execution and delivery of the Note, the County will enter into a Financing Agreement and a Memorandum of Agreement providing for the terms for repayment to the County of the Note by the Borrower. The project being financed by the Note is a "project" as described in Section 159.27(5), Florida Statutes. The Note is an authorized investment under Section 159.40, Florida Statutes. The Note does not constitute a general obligation or a pledge of the full faith and credit of the County. The Resolution has been prepared by McGuireWoods LLP, the County's Bond Counsel, and has been reviewed and approved by staff and by the County's Financial Advisor, First Southwest.

BUDGETARY IMPACT:

The IHMC Loan from the County will be structured so that all payments and obligations due from the Borrower to the County on or prior to the related due date of each payment or obligation shall be sufficient, in the aggregate to repay all amounts under the Note.. Costs of the Note will be paid from the proceeds of the Note. The financing of the IHMC Loan and the Note will be secured by the IHMC's property in accordance with the Memorandum of Agreement. The IHMC Loan will result in a $12 Million cash investment by the County in the Industrial Development Bond constituting the Note.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents drafted in connection with the proposed financing are being distributed to the County staff, including the County Attorney's office for review, comment and approval as they are prepared. The County Attorney will render her opinion as to legality as a condition of closing.

PERSONNEL:

The County Attorney's office will assure that that the Note is secured by the property of the IHMC.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Project in the community improves the prosperity and welfare of the State of Florida and its inhabitants; improves education, living conditions, and economic development; increases opportunities for gainful employment and otherwise contributes to the welfare of the State and its inhabitants. The project serves a paramount public purpose by providing high-paying jobs, revitalizing a portion of the community redevelopment area of the City of Pensacola and establishing the County as a high-tech center for sponsored research, all of the economic benefits of which far outweigh the costs of the Note.

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final closing documents will be required at or prior to the closing of the issuance of the Note and the closing for the IHMC Loan.

Attachments

Resolution

RESOLUTION NO. R2013-__

RESOLUTION AUTHORIZING THE ISSUANCE, SALE, DELIVERY AND PURCHASE BY ESCAMBIA COUNTY, FLORIDA, OF ITS INDUSTRIAL DEVELOPMENT REVENUE BOND IN AN AGGREGATE PRINCIPAL AMOUNT OF A NOT EXCEEDING $12,000,000 AND DESIGNATED "INDUSTRIAL DEVELOPMENT REVENUE NOTE, SERIES 2013 (FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC. PROJECT)"; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH NOTE; AUTHORIZING THE PURCHASE OF THE NOTE BY THE COUNTY; AUTHORIZING EXECUTION AND DELIVERY OF A MEMORANDUM OF AGREEMENT AND FINANCING AGREEMENT; APPROVING AND AUTHORIZING OTHER ACTIONS IN CONNECTION THEREWITH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida (the "County"), is authorized and empowered by the provisions of the Florida Industrial Development Financing Act, being Part II of Chapter 159, Florida Statutes, as amended (the "Act"), to issue revenue bonds for the purpose of providing funds to pay all or any part of the cost of a "project"; as defined in the Act; and

WHEREAS, Florida Institute for Human and Machine Cognition, Inc. (the "Borrower"), has requested the County approve the issuance an industrial development revenue bond designated "Industrial Development Revenue Note, Series 2013 (Florida Institute for Human and Machine Cognition, Inc. Project), in an aggregate principal amount of not exceeding $12,000,000 (the "Note") for the purpose of refunding all of the remaining amount outstanding of the Pensacola-Escambia Commission Promotion and Development Commission Revenue Bonds (Florida Institute for Human and Machine Cognition, Inc., Inc. Project) Series 2008 (the "Refunded Bonds"), and financing or refinancing the cost of expansion of the existing classroom and construction of a new research facility, in an aggregate size of up to 30,000 square feet, and including landscaping, parking improvements and related architectural and construction costs, all of which will be located at 40 South Alcaniz Street, in the City of Pensacola, Florida, Escambia County, Florida (collectively, the "Project"); and

WHEREAS, the County has conducted a public hearing pursuant to Section 147(f) of the Code during its regular meeting held on the date hereof, and at such hearing, reasonable opportunity was afforded to all interested persons to express their views, both orally and in writing, and the County diligently and conscientiously considered all comments and concerns expressed by such individuals, if any, on the plan of finance, including the issuance of the 2013 Note, all as more fully described herein; and

WHEREAS, the County desires to approve the plan of financing of the proposed Project and the issuance and sale of the 2013 Note by the County, all pursuant to Section 147(f) of the Code; and

WHEREAS, the project being financed by the Note is a "project" as described in Section 159.27(5), Florida Statutes; and

WHEREAS, the Note is an authorized investment under Section 159.40, Florida Statutes;

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

Section 1. (a) The Project, and the financing thereof, are appropriate to the needs and circumstances of the County's community and the continued location of the research and development facilities of the Borrower will make a significant contribution to the economic growth of the area of operation of the County, shall maintain opportunities for gainful employment, and shall serve a public purpose by improving employment and economic conditions in the geographical boundaries of the County and advancing technical research and contributing the health and general welfare of the State and its people.

(b) The Borrower is the financially responsible party for the loan and is fully capable and willing to fulfill (i) its obligations under the Memorandum of Agreement and Financing Agreement (as each is herein described), including the obligation of the Borrower to make payments under such Agreements in the amounts and at the times required to provide for the timely payment of the loan, such payments being at least equal to the principal of, premium, if any and interest on the Note herein authorized, and (ii) all other obligations and responsibilities imposed hereunder and under the Memorandum of Agreement and Financing Agreement.

(c) The appropriate local agencies are able to cope satisfactorily with the impact of the Project, and all the necessary public facilities, utilities and services that will be necessary for the construction, operation, repair and maintenance of the Project and on account of any increase in population or other circumstances resulting by reason of the location of the Project within the territorial limits of the County are available now or can be provided when needed.

(d) The Project constitutes a "project" within the meaning of Chapter 159, Part II, Florida Statutes.

(e) The County will receive an opinion of counsel to the effect that the interest on the Note will be excluded from gross income for federal income tax purposes.

Section 2. 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 September 19, 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 Note, the financing of the Project described herein and in the Notice, and further approves the plan of finance for the

issuance by the County of Note in a principal amount not exceeding $12,000,000 for the purposes herein described.

Section 3. The Note shall be issued as a series designated as "Industrial Development Revenue Note, Series 2013 (Florida Institute for Human and Machine Cognition, Inc. Project), Series 2013", with such additional descriptive titles as may be set forth in the Financing Agreement, and the principal amount of the Note shall not exceed $12,000,000. The proceeds of the Note shall be used to fund the financing or refinancing of the Project by making a loan to the Borrower for the acquisition and improvement thereof, all in the manner described in the Memorandum of Agreement and Financing Agreement.

Section 4. Award and Purchase of Note.

In order to assure the most favorable terms in the governmental loan market, the County hereby finds that the timing, size and complexity of the financing and the present volatility of the governmental loan market require that the terms of the Note being sold be negotiated at private sale rather than offered by competitive bid at public sale. The County hereby and, therefore, has determined to sell such Note at private, negotiated sale and such sale is hereby authorized pursuant to Section 218.385, Florida Statutes. The County further hereby approves the purchase of the Note as an investment as authorized under Section 159.40, Florida Statutes;

The repayment provision on the Note shall be established as provided in the Financing Agreement. The Note shall be sold for a price equal to 100% of the par amount thereof. The form of Negotiated Sale Disclosure Statement is hereby accepted and placed on record in the minutes of the County.

Section 5. Description of Note.

The Note shall be issued in fully registered form, shall be dated, shall mature on the date or dates, and shall bear interest in the manner set forth in the Financing Agreement.

Section 6. Prepayment Provisions.

The Note shall be subject to prepayment prior to maturity upon the terms and in the manner set forth in the Financing Agreement.

Section 7. Approval of Documents.

The Memorandum of Agreement in substantially the form attached hereto as Exhibit "A" and made a part hereof, and the other documents referred to therein, are hereby approved and shall be executed by the Chairman, Vice-Chairman, or County Administrator of the County, with such provisions or modifications not inconsistent with this Resolution as may be approved by the officers executing the same, such approval to be presumed by their execution thereof.

The Financing Agreement in substantially the form executed and delivered by the Borrower with respect to the Refunded Bonds, the other documents referred to therein, a tax certificate, and other documents necessary or desirable to implement the financing or refinancing of the Project are hereby approved and shall be executed by the Chairman, Vice-Chairman, or

County Administrator of the County, with such provisions or modifications not inconsistent with this Resolution as may be approved by the officers executing the same, such approval to be presumed by their execution thereof.

Section 8. The Chairman, the Vice-Chairman, the Clerk and her Deputy Clerks, the County Attorney, the County Administrator, McGuireWoods LLP, and such other officials of the County as may be appropriate are hereby authorized and directed, jointly and severally, to take such actions as they may deem necessary or advisable to assist in the marketing, sale, issuance and administration of the Note and otherwise effectuate the purposes of this resolution, including the execution, delivery and filing for and on behalf of the County any and all certificates, documents or other papers, including without limitation, tax certifications, applications and certifications with respect to and Internal Revenue Service Form 8038, and to perform any and all acts as they may deem necessary or appropriate in order to carry out the intent of this Resolution and the matters herein authorized. All actions heretofore taken by the officers of the County for such purposes are hereby confirmed and ratified.

Section 9. Nothing herein shall obligate the County to issue the Note if, at any time prior to the issuance and purchase thereof by the County, the County shall determine that it is not in the public interest or the interest of the County to proceed with the issuance and purchase of the Note for any reason whatsoever.

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 County that any particular action or proposed action is required, authorized or permitted under the laws of the State of Florida or the United States. The Borrower shall comply with the applicable provisions of Chapter 46, Article VII, Escambia County Code of Ordinances, as amended.

Section 10. It is the intention of the County to issue and purchase the Note pursuant to the Act to fund a loan to the Borrower for the financing of the Project, which loan shall mature not later than the final maturity of the Note. The amounts to be held in any reserve fund, any loan fund, amounts to be received from the repayment of principal of and interest on the loan, the income to be derived from the investment thereof and any other available moneys under the financing program for the Project is expected to be sufficient to pay the debt service on the Note for such Project.

Section 11. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 12. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the 2013 Note issued hereunder.

Section 13. Effective Date

This Resolution shall be in full force and effect immediately upon its passage.

Passed and approved this 3rd day of October, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[SEAL]

By: _____
Gene M. Valentino, Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

Approved as to form and legality:

By: _____
County Attorney

EXHIBIT "A"

PROOF OF PUBLICATION OF NOTICE OF PUBLIC HEARING

[Follows]

PENSACOLA News Journal pnj.com

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Virginia Hollingsworth** 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:

September 19, 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 **19th Day** of **September, 2013**, by **Virginia Hollingsworth**, who is personally known to me.

Virginia Hollingsworth Affiant

Notary Public

GILLIAN L. WARD
NOTARY PUBLIC – STATE OF FLORIDA
COMMISSION #EE835572
MY COMMISSION EXPIRES SEPT. 17, 2016

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 5:32 p.m. on October 3, 2013, in the meeting room of the Board of County Commissioners of Escambia County, Florida (the "County"). The meeting room is located at 221 Palafox Place, Pensacola, Florida 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 to the Florida Institute for Human and Machine Cognition, Inc., a non-profit corporation of the State of Florida (the "State") (the "Borrower") for financing the cost of refunding all of the remaining amount outstanding of the Pensacola-Escambia Commission Promotion and Development Commission Revenue Bonds (Florida Institute for Human and Machine Cognition, Inc., Inc. Project) Series 2008, and financing or refinancing the cost of expansion of the existing classroom and construction of a new research facility, in an aggregate size of up to 30,000 square feet, and including landscaping, parking improvements and related architectural and construction costs, all of which will be located at 40 South Alcaniz Street, in the City of Pensacola, Florida, Escambia County, Florida (collectively, the "Project").

The plan of finance contemplates that the County will (i) issue, in respect to such Project, not exceeding $12,000,000 in aggregate principal amount of a revenue note (the "Note") pursuant to Chapter 125, Florida Statutes, as amended, Chapter 159, Part II, Florida Statutes, as amended, and Home Rule Ordinance No. 74-8, as amended by the Issuer, and other applicable provisions of law and (ii) loan the proceeds of such Note to the Borrower to provide funds for the Project. The Project will be owned by the County and operated by the Borrower.

The Note, when issued, will be a limited and special obligation of the County, payable solely from certain revenues pledged to the payment thereof. The Note will not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the County, the State, or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. Neither the State nor any political subdivision thereof, nor the County will be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, and interest on the Note or to make any of the required deposits or other payments thereon or to pay any other costs incidental thereto or (2) to pay the same from any other funds of the County, except from the revenues pledged therefor.

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 Note 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 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 1608766 1T September 19, 2013

EXHIBIT "B"

FORM OF MEMORANDUM OF AGREEMENT

AI-5059 **Clerk & Comptroller's Report** **12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 10/03/2013
Issue: Acceptance of Document
From: Doris Harris, Deputy Clerk to the Board
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Document Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the original *Escambia/Pensacola SHIP Program Annual Report (July 1, 2012 - June 30, 2013)*, as executed by the Chairman and the Interim County Administrator on September 6, 2013, based on the Board's April 8, 2010, adoption of the 2011-2013 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan, and received in the Clerk to the Board's Office on September 24, 2013.

Attachments

SHIP Program Annual Report

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-9. Approval of Various Consent Agenda Items – Continued

6. Approving the *Special Event Permit Application* for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, in conjunction with outdoor activities being held by the Relay for Life, sponsored by the American Cancer Society, at the Tate High School Stadium, located at 1771 Tate Road, Cantonment, Florida, from 6:00 p.m., Friday, April 30, 2010, to 12:00 p.m. (noon), Saturday, May 1, 2010.

7. Approving the updated Escambia County Hurricane Evacuation Zones, as delineated on the map, as a result of the State of Florida's effort to update the 1999 Northwest Florida Hurricane Evacuation Study.

8. Authorizing the scheduling *(and advertising)* of a Public Hearing for April 22, 2010, at 5:31 p.m., for consideration of *(adopting an Ordinance)* amending Article I, Chapter 10, Sections 10-3 and 10-16, of the Escambia County Code of Ordinances; this amendment to the Cruelty to Animals provision of the proposed Ordinance provides for definition and restrictions on tethering animals.

9. Taking the following action regarding the Escambia/Pensacola 2011-2013 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan:

* A. Adopting a Resolution *(R2010-59)* adopting the Escambia/Pensacola 2011-2013 SHIP Local Housing Assistance Plan, including SHIP-financed, affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications;

B. Approving the SHIP Program Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan; and

C. Authorizing the Chairman and/or Interim County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Local Housing Assistance Plan and all related activities.

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 09-24-2013

TO: Doris Harris, Deputy Clerk

BCC: 04-08-2010

CAR II-9 Escambia/Pensacola SHIP Program Annual Report, July 1, 2012 – June 30, 2013

Please Initial and Date
Below on Line Provided

9/24/13 [illegible]

Judy Witterstaeter, Program Coordinator, County Administration

Attached is the Clerk's Original for filing with the Board's Minutes.

Thank you.

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 SEP 24 P 2: 21
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

_____ Doris Harris, Deputy Clerk

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

AI-4989 **Clerk & Comptroller's Report** **12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 10/03/2013
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 following Minutes:

(1) The Minutes of the Second Budget Public Hearing held September 25, 2013;

(2) The Minutes of the Regular Board Meeting held September 16, 2013; and

(3) The Minutes of the First Budget Public Hearing held September 10, 2013; and

B. Accept, for filing with the Board's Minutes, the following Reports:

(1) The Report of the Agenda Work Session held September 16, 2013; and

(2) The Report of the Committee of the Whole (C/W) Workshop held September 12, 2013.

Attachments

September 16, 2013, Agenda Work Session Report
September 12, 2013 CW Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD SEPTEMBER 16, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 10:53 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
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., September 16, 2013, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Interim County Administrator Touart, and County Attorney Rogers reviewed the agenda cover sheet, and R. Todd Harris commented concerning the Written Communication item;

   B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report, and presented a check, in the amount of $423,772, which will effectively close the Clerk's Internal Services Fund;

   C. Horace Jones reviewed the Growth Management Report;

   D. Interim County Administrator Touart, County Attorney Rogers, Judy H. Witterstaeter, Keith Wilkins, Thomas "Tom" Turner, Amy Lovoy, Larry M. Newsom, Joy D. Blackmon, Colby Brown, Patrick T. "Pat" Johnson, and Horace Jones reviewed the County Administrator's Report;

   E. County Attorney Rogers reviewed the County Attorney's Report; and

   F. Commissioner Robertson reviewed his add-on item.

AGENDA WORK SESSION: Monday, September 16, 2013

	NAME	DEPARTMENT/AGENCY
1	Jesse D. Wray	Clerk of Court
2	Doris Harris	Clerk to the Board
3	Pam Childers	Clerk
4	GEORGE TOUART	CA
5	Judy H. Witterstaeter	CAO
6	Jerry M. Valentine	BCC
7	Lumon May	BCC
8	Sam Collins	BCC
9	Steven Barry	BCC
10	Wilson Robertson	BCC
11	[illegible]	Cty Atty
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AGENDA WORK SESSION: Monday, September 16, 2013

	NAME	DEPARTMENT/AGENCY
1	Tonya Ellis	ECAT
2	Don Christian	Traffic Dept.
3	Kim Hansen	ECAT
4	David Forte	Traffic Dept.
5	Michael Rhodes	PARKS
6	Alex Maier	P/W
7	Admiral LeRoy	GCAR CC
8	Kathleen Castro	PIO
9	Bill Pearson	PIO
10	Sarah Rachfal	PIO
11	Dana Musetta	IT
12	Dottie Dubuisson	citizen
13	Gordon Pike	Collections
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AGENDA WORK SESSION: Monday, September 16, 2013

	NAME	DEPARTMENT/AGENCY
1	DAVID WHEELER	FACILITIES MGT
2	Amy Lovoy	MBS
3	Tom Turner	AL
4	Mike Weaver	PS
5	Donald Mayo	BID
6	Colby Brown	TRAFFIC
7	J Brazwell	BCC D1
8	Marilyn Wesley	DCA
9	Sandra Slay	EN. ENF
10	Andrew Edwards	SRIA
11	David Bear	ACE
12	Rudy Lopez	Escambia County Health Dept IT
13	Michael Lowery	ATU Local 1395
14	Jesse Casey	SELF
15	Pat Johnson	DSWM
16	Todd Harris	McDonald Fleming Moorhead
17	Ron Ellington	Innisfree
18	Nats Marne	PNJ
19	Dean Kirchner	BCC-2
20	Becky Azzetta	BCC D4
21	Hanna Brazwell	BCC D1
22	Dianne Simpson	Co. Atty Office
23	Dawn Groche	BCC Dist 5
24	Aretta Green	BCC D3
25	Timothy Day	C&E
26	Keith Wilkins	C&E
27	Joy Blackmon	PW
28	[illegible]	DSD
29	Randy Wickerson	NEFI
30	Herold Humphrey	ECAT

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD SEPTEMBER 12, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 12:28 p.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
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 9:05 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on September 7, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 9 – September 13, 2013, Legal No. 1607791*.

AGENDA NUMBER – Continued

3. Jail Transition Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Jail Transition Update September 12, 2013*, presented by Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

(1) Was advised by Ms. Lovoy that:

(a) Relative to the County Attorney:

1) The global MOU *(Memorandum of Understanding)* for the jail transition is scheduled to come to the Board for approval on September 16, 2013
2) The MOU for the Internal Services Fund is scheduled to come to the Board on September 16, 2013; this agreement has been signed by the Sheriff
3) The County Attorney is awaiting a proposed settlement agreement from DOJ *(Department of Justice)*

(b) Relative to Human Resources (HR):

1) The PBA *(Police Benevolent Association)* voted last Friday night and the bargaining unit members agreed to alleviate the Sheriff of the responsibility of paying leave time with the exception of FLSA *(Fair Labor Standards Act)* overtime balances; the remaining leave balances will be transferred to the Board
2) Employment acceptance has been received from all but one employee
3) HR staff will be completing the I-9 process and distributing policies and procedures, and new photo badges will be taken at the jail beginning September 17
4) There is the possibility of a delay from Blue Cross/Blue Shield in issuing health insurance cards; the delay is the result of Blue Cross terminating the employees from one Blue Cross plan and enrolling them in another plan within a short period of time; staff is diligently working with Blue Cross to determine when BCC data can be uploaded to Blue Cross; no delay in health insurance coverage is anticipated

(Continued on Page 3)

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(1) Continued…

(c) Cost Increases to Date are:

Description	One-time Amount	Recurring Amount	Funding Offset	Net Total
Personnel Costs	$7,200	$145,000	$0	$152,200
Mental Health Court Position	4,000	65,000	0	69,000
HR Support	28,000	0	0	28,000
Uniforms/Badges	87,000	0	*87,000	0
Retitling vehicles	5,000	0	0	5,000
Information Technology	460,000	107,000	**292,764	274,236
Total	$591,200	$317,000	$379,764	$528,436

*Funding will be provided by the Detention Budget.
**Funding will be taken from the budget for the purchase of PCs for Board employees.

(d) Relative to Budget – a supplemental budget amendment, in the amount of $1,028,436, will be presented at the October 3, 2013, Regular Board Meeting, transferring funds from the health insurance rebate proceeds to pay the cost increases, plus $500,000 to pay down leave overages for PBA employees;

(e) Relative to Internal Services Fund, the only change since the last presentation is that the amount to be appropriated back to the Sheriff has changed from $1.1 million to $1.5 million;

(Continued on Page 4)

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(1) Continued…

(f) Relative to Information Technology (IT):

1) Employee re-badging begins next Tuesday, September 17, and will be completed by September 30
2) The IT Technician has accepted the County's employment offer
3) Equipment has been ordered
4) The prioritizing of the systems necessary for transition has begun and a timeline for migration is expected to begin September 30, 2013

(g) Relative to the DOJ *(Department of Justice)* Report:

1) Staff met with Court Administration to discuss establishing a Mental Health Court, for which two positions will be required, one for Mental Health Court and one for Forensic Mental Health Court; one position will be funded by the County and one by Court Administration
2) The County and the Sheriff's Office are quadrupling the amount of money available for Detention training
3) The Board has approved $8 million for a detention system master plan for infrastructure improvements at the main jail; the solicitation for the construction of the improvements is currently open
4) The Sheriff's Office has previously addressed the issue of the racial segregation of inmates
5) The County will divert as many inmates as possible to the Road Prison to decrease the population at the main jail
6) All parties will work with the Public Safety Coordinating Council to determine options to decrease the population of the Detention system

(Continued on Page 5)

AGENDA NUMBER – Continued

3. Continued…

   A. Continued…

      (2) Upon inquiry from Commissioner May relative to whether the IT position was advertised, was advised by Thomas "Tom" Turner, Director, Human Resources Department, that the position was posted on the County's website;

      (3) Was advised by Interim County Administrator Touart that a three percent (3%) salary increase is recommended for all County employees; and

      (4) Was advised by Commissioner Valentino that the County Administrator has included funding in the *(Fiscal Year 2013-2014)* Budget for additional Road Corrections Officers to handle the extra crews that are anticipated with the transition; and

   B. Board Direction – None.

4. Aviation Strategy

   A. Board Discussion – The C/W heard comments from Scott Luth, Senior Vice President of Economic Development, Greater Pensacola Chamber of Commerce, who advised that the Chamber is considering a multi-County partnership, from Escambia County to Bay County, and has developed a regional coalition to focus on opportunities to bring new investments and jobs to the area, and the C/W:

      (1) Heard the request from Mr. Luth for Board support of a 30-member delegation to travel to Hamburg, Germany, December 8 through December 11, 2013, to tour the Airbus manufacturing facility and interact with potential investors, at an estimated cost of $2,500 per person, and that the Board select two Escambia County delegates, one Elected and one non-Elected Official;

      (2) Was advised by Interim County Administrator Touart that the $75,000 budgeted last year for travel to and from Germany was not used and those funds were carried forward into this Fiscal Year;

(Continued on Page 6)

AGENDA NUMBER – Continued

4. Continued…

   A. Continued…

      (3) Was advised by Commissioner Robertson that he will recommend Larry M. Newsom, Assistant County Administrator, as the County's non-Elected Official delegate; and

      (4) Heard the suggestion from Commissioner May that Tonya Gant be considered as the County's non-Elected Official delegate; and

   B. Board Direction – None.

5. Discussion Concerning an ADA Committee

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation *(hard copy not provided)*, presented by Larry M. Newsom, Assistant County Administrator, and Frank Cherry, Executive Director, Center for Independent Living, Disability Resource Center, concerning the establishment of an ADA *(Americans with Disabilities Act)* Committee, and the C/W:

      (1) Was advised by Mr. Newsom that:

         (a) ADA information has been posted to the County's website, concerned citizens can contact Thomas "Tom" Turner, Human Resources Department Director, and each Department has a designee to address ADA concerns;

         (b) At the request of the Federal Highway Administration, staff is implementing signage at all County buildings to indicate that public access is available, and to reiterate that citizens who wish to attend functions can contact staff regarding any concern, complaint, or issue; and

         (c) ADA parks have been implemented throughout the County, in every District;

(Continued on Page 7)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(2) Was advised by Mr. Cherry that the purpose of the ADA Committee is to raise awareness concerning the needs of people with disabilities, and to participate as technical advisors to the Commissioners on issues related to disabled persons in the community;

(3) Was advised by Commissioner Barry that he supports the establishment of the ADA Council; however, he will not support more than a seven-member committee, one member appointed by each Commissioner and two appointed by the County Administrator;

(4) Heard the suggestion from Commissioner Valentino that the Committee meet quarterly, as opposed to monthly, as indicated in Article IV *(of the proposed Bylaws of the Escambia County Disability Council)*, and that Mr. Newsom provide a final recommendation to the Board;

(5) Heard Commissioner Robinson disclose that he has a business relationship with Warren Jernigan *(who is recommended for appointment to the ADA Committee)* and his family; however, because of the voluntary nature of the appointment, he would not be precluded from voting on issues;

(6) Heard the request from County Attorney Rogers that the Board conceptually approve the Committee, and allow staff to draft a Resolution to memorialize the Committee, for the Board's consideration at a future Meeting;

(7) Was advised by Commissioner Robinson that he would support a seven-member committee, one member appointed by each Commissioner and two at-large members, with a quorum of four members; and

(8) Was advised by Commissioner Barry *(after the discussion concerning Tourism Governance)* that an ADA Awareness Event, sponsored by Clay Ingram, will be held on October 1, 2013, at 11:30 a., at Scenic Hills; and

B. Board Direction – None.

AGENDA NUMBER – Continued

6. Tourism Governance

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Visit Pensacola Pensacola Beach • Perdido Key*, presented by Ron Ellington and Steve Hayes, and the C/W:

(1) Was advised by Mr. Ellington that:

(a) Approximately two years ago, when there was no unified plan and the majority of the *(Tourist Development Tax [TDT])* money not spent at the Civic Center or in the Commissioners' 4th Cent allocations was allocated to three agencies, the Board challenged the community and the Greater Pensacola Chamber of Commerce to develop a unified plan to market the entire County;

(b) The unified plan, which was adopted by the Board *(on June 28, 2012)*, provided for allocation *(to the unified tourism development budget)* of the 1st Cent, 2nd Cent, and 3rd Cent TDT funds in excess of the amount allocated to the Civic Center, and the amount in excess of the 4th Cent allocation to outside agencies, and Visit Pensacola, Inc., is requesting the same budget formula this year;

(c) The latest information *(TDT Collections Data)* from the Clerk's Office reflects a 7.9% increase through July 2013, and, while there has been an increase of 7.9% in TDT revenue, the request, which is approximately $5.5 million, based on the same formula and the assumption that each penny will generate approximately $1,878,475, represents an increase of only 2.7%.;

(d) Tourism is the third largest economic engine in the County, generates $500 million in earnings annually, is the only segment of the economy that has grown consistently in employment over the past ten years, and collections have increased 92% since 2000;

(Continued on Page 9)

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(1) Continued…

(e) According to a national DMO *(Destination Marketing Organization)* study, governance is typically a 501 c(6) stand-alone organization, with only four percent (4%), by budget category, based in a Chamber of Commerce, and only nine percent (9%) that contract with County government in the State of Florida are based in a Chamber of Commerce;

(f) Tourism has grown into a large and complex industry that needs to be in a support organization, with an independent, self-governed, diverse board that is totally focused on increasing overnight stays, and LOST *(Local Option Sales Tax)*, and other tax revenues, generated from that spend;

(g) The proposed budget and governance will be presented to the TDC *(Tourist Development Council)* next week for a recommendation to the Board of County Commissioners for final adoption *(at the Second Budget Public Hearing)* on September 24, 2013;

(h) A nine-member Board of Directors is proposed and will be comprised of representatives from the following entities, four of whom already serve on the TACC *(Tourism Administration and Convention Committee)*:

- Greater Pensacola Chamber of Commerce
- Pensacola Sports Association
- Perdido Key Chamber of Commerce
- Pensacola City Council
- Escambia County Board of County Commissioners
- Hotel Tourism Development Tax collector
- Condominium Tourism Development Tax collector
- Arts Culture Entertainment, Inc.
- At Large – The initial At Large Board member will represent an African American not for profit entity

(Continued on Page 10)

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(1) Continued…

(i) Pensacola Sports Association (PSA) will act as the fiscal agent until receipt of an IRS determination letter that Visit Pensacola, Inc., is a 501 c(6); and

(j) Visit Pensacola will be requesting a cash flow advance of between $600,000 and $900,000, pending resolution of the remaining issues;

(2) Was advised by Mr. Hayes that:

(a) The Fiscal Year 2013-2014 operations and personnel budget is $1.5 million and the programming budget, which includes advertising, public relations, website, production, research social media, promotions, collateral, events, and direct sales, is approximately $3.9 million;

(b) A 2011 survey *(DMO Organizational Study)* of budgets in the $5 million to $9.99 million range, compares the Visit Pensacola Unified Budget averages for FTEs *(full time equivalents)*, Percent of Budget Spent on Programming, Percent of Budget Spent on Personnel, and Percent of Budget Spent on Operations to the averages for Florida and other DMOs of similar budget size;

(c) Tourism generates more than 16,000 jobs in the visitor industry and over 25% of retail sales, tourism assets attract new residents and companies to the community, and each $1.00 in hotel/lodging sales will generate $7.60 in total taxable spending in the local area; and

(d) Key strategic goals include achieving $7.8 million in 2014 in TDT revenues, increasing the revenue from $5.5 million to $8.0 million by FYE *(Fiscal Year End)* 2017, by FYE 2017, achieving a five percent (5%) increase over the 2011 base in shoulder season (September-April) occupancy, and a one percent (1%) increase over 2013;

(Continued on Page 11)

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(3) Was advised by Peter King, Chairman, Perdido Key Chamber of Commerce Board of Directors, that the Perdido Key Chamber will have a representative on the proposed Visit Pensacola Board of Directors;

(4) Was advised by Commissioner Valentino that he wants to ensure, wherever travel and tourism sits, that all parties of interest in the County, including hoteliers, control the future of tourism, advertising, and marketing;

(5) Was advised by Commissioner Barry that, organizationally, he has no objection to the proposed Board, since the makeup appears to be relatively diverse and the majority of the TDT collectors support the structure, and it would be his expectation that ACE *(Arts, Culture & Entertainment)* will be folded into the unified budget and will not apply directly to the Board for 4th Cent TDT money next year;

(6) Upon inquiry from Commissioner Barry, was advised by David Bear that, if the Board wishes, he can support "folding" ACE into the unified budget; however, that issue has not been discussed;

(7) Upon inquiry from Commissioner May regarding the proposed $1.6 million personnel and operations budget:

(a) Was advised by Mr. Hayes that the FTE budget includes Perdido Key Chamber and PSA staff positions that are allocated from TDT funds; and

(b) Was advised by Mr. Ellington that PSA receives only about 30% of its budget from TDT funds and privately raises a disproportionate amount;

(8) Was advised by Commissioner May that he believes the greatest potential for tourism growth is with minorities; therefore, there should be a minority position on the Board of Directors that is not an at-large position;

(Continued on Page 12)

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(9) Was advised by County Attorney Rogers that the Board should ensure that an organization to which large amounts of money will be funneled is a legally created entity;

(10) Heard the request from Interim County Administrator Touart for Board direction concerning budget issues, that a fiscal agent *(for Visit Pensacola, Inc.)* be established as soon as possible, and that the Board request Visit Pensacola to use local marketing firms, and was advised by Ray Palmer that the PSA Board has agreed to act as the fiscal agent until such time as Visit Pensacola can assume that role on a permanent basis;

(11) Heard a motion from Commissioner Valentino, which was subsequently withdrawn, to go forward with the governance issue, but hold back $200,000 of 4th Cent TDT for the discretion of the Board; and

(12) Heard the request from Commissioner Barry that, since the proposed Board of Directors initially includes a minority representative for a two-year term, Commissioner May consider that, if a fair allocation of the TDT funds does not occur, the Board can stipulate a different future representation; and

B. Board Direction – The C/W recommends that the Board approve the *Visit Pensacola Governance*, as presented in the PowerPoint Presentation.

AGENDA NUMBER – Continued

7. Pensacola Bay Center Capital Improvements

A. Board Discussion – The C/W discussed the Pensacola Bay Center Capital Improvements, and the C/W:

(1) Was advised by Cyndee Pennington that:

(a) To remain competitive, enhancements and replacements are needed at the 28-year old facility, the cost of which greatly exceeds the $200,000 annual capital budget;

(b) Several options have been discussed over the last few months, one of which is the $10 million plan that was presented to the Board in May 2013, and today she will present a $5 million plan, plus hockey improvements that must be done;

(c) Some level of renovation is required if the building is to remain a viable asset for the next several years, since other options would likely not occur within the next three to four years;

(d) Because SMG wants to assist the County in finding a solution that is best for the community, SMG proposes, for the Board's consideration, a path forward that includes the following elements:

1) SMG will provide a capital contribution of $1 million, which the County can use to fund needed capital replacement in the arena, and SMG will be required to earn the investment back through a ten-year extension of its management agreement; and

2) SMG will lead a comprehensive feasibility analysis to determine whether a conference and/or convention center is a viable long-term option for the County, and, subject to the County's discretion, the conference and convention center study could be funded from a portion of SMG's capital contribution;

(Continued on Page 14)

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(1) Continued…

(e) SMG has a significant depth of resources throughout its network of facilities, which it is prepared to commit to facilitate the master plan, and SMG believes this strategy allows for the preservation of an existing asset, while planning for the future of Escambia County;

(f) The original $10 million plan is included in the backup, as well as today's proposal for Phase 1, at a cost of approximately $5 million, plus an additional $300,000 for repairs necessary for hockey to continue; and

(g) The original concept for the venue was the Civic Center and a conference, which would have been located where Aragon and the Technology Park now exist, and SMG is willing to assist with moving the County forward with a conference center to increase tourism;

(2) Was advised by Commissioner Robertson that he has personally decided: (1) to abandon the idea of selling or disposing of the Center; (2) that it will be too costly to build a new center, which would require the future construction of parking garages; (3) that the existing facility needs a facelift, such as painting, and safety features, but has a life of another 30 years; therefore, he would request that the Board support the donation from SMG and commit $4 million for Phase 1 of the $10 million plan;

(3) Heard the request from Commissioner Robinson that the Board consider a new 5,000- to 5,500-seat arena, with a convention center, which could leverage Escambia County forward and is much more in line with the *(Hockey)* League and corporate sponsorship;

(Continued on Page 15)

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(4) Was advised by Commissioner Valentino that he previously proposed that the County "take the Civic Center down" and "redo" a complete convention center concept that takes into account today's community of 300,000 and tomorrow's community of 600,000, and, further, that he will not support renovating the existing structure except for the health, safety, and welfare issues;

(5) Was advised by Commissioner Barry that he is open-minded to anything other than an intensive capital improvement program on the existing bricks and mortar;

(6) Upon inquiry from Commissioner Robertson, was advised by David Wheeler, Deputy Department Director, Facilities Management Branch, that the combined cost to raze the facility *(which consists of 164,000 square feet)* and construct a new arena *(consisting of 82,000 square feet)* is approximately $23 million;

(7) Was advised by Commissioner Valentino that, while he is willing to support funding the life-safety issues until a new facility is constructed, a major "retrofit" would be a convention center, in a much more grandiose capitalization, and heard his request that the Board direct staff to bring this *(Capital Improvement plan)* forward for adoption, as presented by Ms. Pennington, but include a comprehensive study, and, if the study indicates the cost is excessive, present the plan for a referendum vote by the public;

(8) Heard the suggestion from Commissioner Robertson that staff provide to the Board a recommendation for the next five years, a long-range plan beyond that, and identify the funding source; and

(9) Heard the request from Commissioner Barry that staff separate the cost to make the repairs that are necessary for health, safety, and welfare; and

B. Board Direction – None.

AGENDA NUMBER – Continued

8. Presentation of Community Rating System Annual Report

   A. Board Discussion – The C/W was advised by Commissioner Valentino that this item would be referred to the September 16, 2013, Regular Board Meeting; and

   B. Board Direction – None.

9. Governmental Facilities Leasing Corporation Board of Directors

   A. Board Discussion – The C/W was advised by Commissioner Valentino that this item would be referred to the September 16, 2013, Regular Board Meeting; and

   B. Board Direction – None.

10. Additional Strategies for Code Enforcement-Nuisance Abatement Lien Collection Policy

   A. Board Discussion – The C/W was advised by Commissioner Valentino that this item would be referred to the September 16, 2013, Regular Board Meeting; and

   B. Board Direction – None.

11. Recycling Services

   A. Board Discussion – The C/W was advised by Commissioner Valentino that this item would be referred to the September 16, 2013, Regular Board Meeting; and

   B. Board Direction – None.

12. Adjourn

   Chairman Valentino declared the C/W Workshop adjourned at 12:28 p.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4973 **Growth Management Report** **12. 1.**

BCC Regular Meeting

Meeting Date: 10/03/2013

Issue: Review of Rezoning Case Heard by the Planning Board on September 9, 2013

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on September 9, 2013

That the Board take the following action concerning the rezoning case heard by the Planning Board on September 9, 2013:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2013-17 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2013-17**
Address:	900 Jacks Branch Road
Property Reference No.:	05-1N-31-1100-000-000
Property Size:	801.11 (+/-) acres
From:	VAG-1, Villages Agriculture District, Gross Density (five du/100 acres on one-acre parcels)
To:	R-3, One-Family and Two-Family District, (cumulative) Medium Density (ten du/acre) and; R-4, Multiple- Family District, (cumulative) Medium High Density (18 du/acre) and; V-5, Villages Clustered Residential District, Gross Density (four du/acre, if sewered and clustered) Gross Density (one du/acre, if unsewered) and; C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category:	AG/RC, Agriculture/Rural Community
Commissioner District:	5
Requested by:	Brad McLaughlin, Agent for DDJ Land Company, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Brad McLaughlin, Charles Thomas, Mike Camp, Ed Shehee, Joyce Callahan, William Joseph, Jackie Fox, C.F. Jones

BACKGROUND:

The above case was owner initiated and heard at the September 9, 2013 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board.

Attachments

Z-2013-17

Area 1-5 Legal Descriptions

Z-2013-17

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(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

08:38AM (The motion passes unanimously.)

MR. BRISKE: The rezoning hearing package for September 9, 2013 with the staff's Findings-of-Fact has previously been provided to the Board members. The Chair will

08:38AM entertain a motion to accept that rezoning hearing package with the staff's Findings-of-Fact and the legal advertisement into evidence.

MR. TATE: So moved.

08:39AM MR. BRISKE: We have a motion. Second?

MR. WOODWARD: Second.

MR. BRISKE: Any discussion? All those in favor, say aye.

(Board members vote.)

08:39AM MR. BRISKE: Opposed.

(None.)

MR. BRISKE: All right.

(The motion carries unanimously.)

MR. BRISKE: The rezoning hearing package

08:39AM with the staff's Findings-of-Fact and the

VOID

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legal advertisement will be marked and included in the record as Composite Exhibit A for all of today's cases.

(Composite Exhibit A, Rezoning Hearing Package and Legal Advertisement, was identified and admitted.)

(The transcript continues on Page 11.)

* * *

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* * *

CASE NO: Z-2013-17

Location: 900 Jacks Branch Road

Parcel: 05-1N-31-1100-000-000

From: VAG-1, Villages Agriculture Districts, Gross Density (Five du/acre per 100 acres on one-acre parcels)

To: R-3, One-Family and Two-Family District, (cumulative) Medium Density (ten du/acre); R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre); V-5, Villages Clusters Residential District, Gross Density (Four du/acre, if sewered and clustered) Gross Density (One du/acre, if unsewered) and, C-1, Retail Commercial District (cumulative) (25 du/acre)

FLU Category: AG, RC

BCC District: 5

Overlay District: Optional Sector Plan-Jacks Branch DSAP

BCC Meeting: 10/03/2013

Requested by: Brad McLaughlin, Agent for DDJ Land Company, Owners

MR. BRISKE: We just basically have one case today. The first case for consideration is Case Z-2013-17. The applicant is Brad

08:39AM McLaughlin, Agent for DDJ Land Company, LLC,

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which is the owners, 900 Jack Branch Road, from VAG-1, Villages Agriculture District, to R-3, One Family and Two Family District, R-4, Multiple Family District, V-5, Villages

08:40AM Cluster, C-1, Retail Commercial District.

I believe -- Mr. McLaughlin, would you come forward, please?

MR. MCLAUGHLIN: Brad McLaughlin.

MR. BRISKE: Just a moment, sir. We're

08:40AM going to have you sworn in, first of all, please.

(Brad McLaughlin sworn.)

MR. BRISKE: Before you get started, do you have any objections -- do we have some

08:40AM maps and photography? Any objections to the staff presenting the maps and photography for the Board?

MR. MCLAUGHLIN: No.

MR. BRISKE: Let them do that and then

08:40AM we'll let you begin your presentation.

If you would, please, state your name and address for the record.

MR. MCLAUGHLIN: Brad McLaughlin, Acting Agent for DDJ Land Company, 115 North Spring

08:40AM Street, Pensacola, Florida, 32502.

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1 MR. BRISKE: Thank you, sir. You can have
2 a seat on the first row while they present the
3 maps and photography.
4 I need to find my ex parte. Sorry, folks,
08:41AM 5 I got a little bit out of order there with my
6 presentation. I do have to ask our Board
7 members if there's been any ex parte
8 communication between you, the applicant, the
9 applicant's agents, attorneys, witnesses or
08:42AM 10 with fellow Planning Board members or also
11 anyone from the general public prior to this
12 hearing? I would also ask if you would
13 disclose if you have visited the subject
14 property, and also disclose if you are a
08:42AM 15 relative or business associate of the
16 applicant or the applicant's agents.
17 We'll start down at the end there.
18 Ms. Oram?
19 MS. ORAM: Good morning. No to all.
08:42AM 20 MS. HIGHTOWER: No to all.
21 MR. GOODLOE: No to all.
22 MR. WOODWARD: No to all.
23 MR. BRISKE: The Chairman. No to all.
24 MR. TATE: No.
08:42AM 25 MR. WINGATE: I have visited the site and

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1 the area.
2 MR. BRISKE: Staff, was notice of the
3 hearing sent to all interested parties?
4 MS. MEADOR: Yes, sir.
08:42AM 5 MR. BRISKE: Was that notice of hearing
6 also posted on the subject property?
7 MS. MEADOR: Yes, sir.
8 MR. BRISKE: Now we can have the
9 photography. Thanks for catching me on that.
08:42AM 10 That's what happens when you take a month off.
11 You forget how to run the meeting.
12 (Presentation of Maps and Photographs.)
13 MR. LEMOS: Mr. Chairman, once again, Juan
14 Lemos, Escambia County Planner. If you will
08:42AM 15 indulge me, I have four slides that I would
16 like to kind of refresh everybody's memory of
17 how do we get to today, this request for
18 rezoning.
19 Up on your screen you should see basically
08:43AM 20 the sector plan which was a long range
21 planning process. This was actually approved
22 by the Board of County Commissioners back in
23 2008. Some of you were involved in this. You
24 were pretty familiar with all the public input
08:43AM 25 that we received. You are familiar with all

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1 the meetings that we held in the north end of
2 the county, trying to have forward outreach of
3 all the population in that 15,000 acre that
4 was designated as the sector plan.
08:43AM 5 On the middle map is the result of the
6 actual sector plan. That's the map and the
7 document that was adopted by the Board of
8 County Commissioners back in 2008.
9 On the map on the right-hand side is the
08:43AM 10 detailed specific area plan, which is actually
11 the regulating document for the development
12 within that 15,000 acres of the Optional
13 Sector Plan. This plan was approved by the
14 Board of County Commissioners back in
08:44AM 15 September 2011.
16 We all are very familiar with what
17 happened with the economy in the last two or
18 three years so that kind of fizzled into
19 everybody's memory. I think the economy is
08:44AM 20 picking back up and this is probably one of
21 the examples of it. We have a developer that
22 wants to go ahead and start utilizing the
23 rights under the DSAP that were adopted by the
24 Board of County Commissioners.
08:44AM 25 Next slide, please.

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1 Once again, this is the detailed specific
2 area plan land use map for those 15,000 acres.
3 What is important about the land use map, you
4 see the different colors of land use
08:44AM 5 categories, how we got to those with the
6 person that we had hired to produce this
7 document and go through the process,
8 identifies specific uses for those underlying
9 parcels on the sector plan under the detailed
08:45AM 10 specific area plan.
11 Next slide, please.
12 This is the specific parcel we're talking
13 about. The current zoning is VAG-1.
14 Next slide.
08:45AM 15 On the proposal underneath that zoning or
16 should I say on top of that zoning you see the
17 detailed specific area plan has four or five
18 different categories allowed for land use
19 within that DSAP overlay.
08:45AM 20 Next slide.
21 Once again, this is what the applicant is
22 proposing. All those underlying zoning
23 districts that he's asking for are allowed
24 under the detailed specific area plan and they
08:45AM 25 are specifically identified as allowed uses.

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That finishes the slides. Please go back to the rezoning presentation.

Once again, this is Rezoning Case 2013-17, 900 Jacks Branch Road. This is a locational
08:46AM criteria for an 800-acre parcel. This is the 500-foot existing zoning. This is the Future Land Use. It's a split AG, Agricultural and Recreation. This is the existing land use.

This is an aerial photograph of the
08:46AM 800 acres in question. This is, once again, the layout of the Detailed Specific Area Plan land use and what has been proposed in that area. This is a picture of the existing wetlands on the site. This is the public
08:46AM hearing sign off Jacks Branch Road. This is our public hearing sign off Well Line Road.

This is looking east from Well Line from the property. Looking east into the parcel from Jacks Branch Road. Looking north into
08:47AM the parcel from Well Line Road. And looking northeast from Jacks Branch Road. Looking northeast from Well Line Road. This is looking towards northwest from Jacks Branch Road. Looking to the northwest from Well Line
08:47AM Road. This is looking south from Jacks Branch

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Road. And looking south from Well Line Road. Looking to the southeast from Jacks Branch. Looking to the southwest also from Jacks Branch Road. This is looking west from Jacks
08:47AM Branch Road. Looking west from Well Line Road.

This is our 500-foot radius map for the mailings and this is the actual mailing list that we sent cards to. That concludes that
08:47AM presentation.

MR. BRISKE: Okay. Are there any questions on the maps, photography or the information that Juan has presented? Thank you.

08:48AM I'm sure there will be some questions, Juan.

MR. LEMOS: Yes, sir.

MR. BRISKE: Mr. McLaughlin, if you will come back forward, please. Sir, you've been
08:48AM previously sworn in and you stated your name and address. Did you receive a rezoning hearing package with the staff's Findings-of-Fact?

MR. MCLAUGHLIN: Yes, I did.

08:48AM MR. BRISKE: Do you understand that it is

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your burden to provide substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of
08:48AM that plan and is not in conflict with any portion of the Land Development Code?

MR. MCLAUGHLIN: Correct.

MR. BRISKE: Thank you, sir. Go ahead.

(Testimony by Brad McLaughlin, previously
08:48AM sworn.)

MR. MCLAUGHLIN: Again, I would like to thank you for your time today. I certainly understand and know it's all very valuable so I thank you for that.

08:48AM As Mr. Juan indicated today, basically our purpose today is to ensure that us as the developer meet the six criteria as proposed that is on the application. One being consistency with the Comprehensive Plan, two
08:49AM being consistency with the code, compatibility with surrounding areas and uses, changed conditions, effect on the natural environment and the development patterns. I would like to add that based on the findings that we have
08:49AM found and the County staff there's been no

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objections and all were positive in the matter, we felt we met all those criteria.

MR. WOODWARD: Mr. Chairman, that being the case I would move that this zoning be
08:49AM granted.

MR. BRISKE: We do have several members of the public who have signed up to speak. In some cases, if the staff findings and the applicant are in agreement, we give an
08:49AM opportunity to move forward with the case so you don't have to go through every single line item. We'll give you an opportunity, there may be some things that are brought up in public comment that we'll give you an
08:50AM opportunity to come back and discuss those.

Mr. West, do you see any difficulties in proceeding that way?

MR. WEST: It's up to you. It's up to the applicant if he wants to present more now or
08:50AM wait until after the public has spoken.

MR. BRISKE: It's up to you. We do it to try to save time sometimes if everybody is in agreement. There are probably about five or six people from the public that wish to speak,
08:50AM so you can go through the rest of the

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1 presentation or wait.
2 MR. MCLAUGHLIN: Can I wait? Will I be
3 given an opportunity later?
4 MR. BRISKE: Absolutely.
08:50AM 5 MR. MCLAUGHLIN: I would like to do that.
6 Thank you.
7 MR. TATE: Mr. Chair, there's a motion on
8 the floor.
9 MR. BRISKE: I'm sorry, that's correct.
08:50AM 10 Your motion stands. Do we have a second? We
11 would have to rescind the motion to hear the
12 public comments. We do have quite a few
13 speakers from the public who want to speak.
14 MR. WOODWARD: I'm perfectly happy in
08:50AM 15 walking through the public speakers. I simply
16 don't see any sense or reasoning to have to go
17 through the litany of all this with no
18 conflict between the applicant's position and
19 that of staff.
08:51AM 20 MR. JONES: Let me ask something. Horace
21 Jones again. Yes, we do understand that some
22 of the public maybe this is going to be the
23 first time hearing about this project, but as
24 Mr. Lemos stated -- to update, to give another
08:51AM 25 recap -- and as the Planning Board knows, this

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1 has been going on for a number of years and
2 with the adoption of the Sector Plan Map,
3 which was definitely reviewed and approved by
4 DCA, which is county now, DEO, they approved
08:51AM 5 the Sector Plan Map and that was the basis of
6 the overlay.
7 Now, the next part of this process after
8 that was the DESAP.
9 MR. WOODWARD: Mr. Jones, I don't
08:51AM 10 understand abbreviations, DSAP. I'm sure the
11 public doesn't either.
12 MR. JONES: Thank you for that correction.
13 The Detailed Site Specific Area Plan, that
14 was -- again, that was sent to Tallahassee and
08:52AM 15 reviewed, many meetings on that, as well. And
16 all this was part of a memorandum of
17 understanding between the development group
18 and the Board of County Commissioners. And
19 the rezoning of these properties, they were
08:52AM 20 said they were going to happen as part of the
21 foundation documents for the process. Again,
22 there were many meetings.
23 It's just a -- let me use the word
24 correctly. It's just another step. It's got
08:52AM 25 to happen. That's part of the underlying

23

1 whole plan that was started and reviewed and
2 many meetings prior to us coming to here.
3 MS. HIGHTOWER: Wayne?
4 MR. BRISKE: Yes, ma'am.
08:52AM 5 MS. HIGHTOWER: I just wanted to caution
6 that since you do have some public input and
7 the only way they can testify in front of the
8 Board of County Commission is to be on the
9 record here.
08:52AM 10 MR. JONES: Yes, please let them speak.
11 MR. BRISKE: We've always allowed public
12 input in public hearings and I think we need
13 to make sure that we allow that again even
14 though it may not necessarily sway the
08:53AM 15 decision on this because it's already in
16 progress.
17 Mr. West?
18 MR. WEST: I just want to add presentation
19 by the applicant or staff before the public
08:53AM 20 speaks may allow some other questions to be
21 answered so they won't have to come up here
22 and speak, so it might be worthwhile to have
23 the applicant and/or staff go through their
24 presentation first just to kind of get
08:53AM 25 everything out on the table.

24

1 MR. TATE: Mr. Chair, I disagree with that
2 when they say it may be better to hear the
3 comments because I think they're going to be
4 deeper than what the six points are going to
08:53AM 5 reveal.
6 MR. BRISKE: Okay. Pleasure of the Board,
7 there is a motion on the floor. Do we want me
8 to call for a second?
9 MR. TATE: Yes.
08:53AM 10 MR. BRISKE: Is there a second for the
11 motion? Hearing none, the motion dies for
12 lack of a second.
13 We'll go ahead and go into public comment
14 at this point and then we'll come back and
08:54AM 15 give the applicant an opportunity to cover
16 items, as well as the staff.
17 (Public Comment.)
18 MR. BRISKE: For those members of the
19 public who wish to speak on this matter,
08:54AM 20 please note that the Planning Board bases its
21 decisions on the criteria and exceptions
22 described in Section 2.08.02.D of the Escambia
23 County Land Development Code. I would ask
24 that our staff members bring those criterion
08:54AM 25 up on the board, please.

25

1 During our deliberations, the Planning
2 Board will not consider general statements of
3 support or opposition. Accordingly, please
4 limit your testimony to the criteria and
08:54AM 5 exceptions described in Section 2.08.02.D.
6 Please also note that only those individuals
7 who are present today and give testimony on
8 the record at this hearing before the Planning
9 Board will be allowed to speak at the
08:54AM 10 subsequent hearing before the Board of County
11 Commissioners.
12 Our first speaker, Mr. Charles Thomas,
13 please come forward. We do have a time limit
14 on speakers of three minutes each and we'll
08:55AM 15 ask that we do put it up on the screen. We'll
16 just ask that you please honor that so that we
17 can keep this moving forward. Sir, if you
18 would please be sworn in.
19 (Charles Thomas sworn.)
08:55AM 20 MR. BRISKE: Good morning, sir. If you
21 will state your name and address for the
22 record, please.
23 MR. THOMAS: Good morning. My name is
24 Charles Thomas, 960 Ridge Way, Cantonment,
08:55AM 25 32533.

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1 MR. BRISKE: Thank you, sir. Go ahead.
2 MR. THOMAS: I appreciate the opportunity
3 to speak. First, let me say thank you. I
4 don't know if Dawn Troesch is in this group or
08:55AM 5 not, but she was very helpful from this
6 department in providing me with some
7 information very quickly in a timely way, so
8 she deserves a raise.
9 I marked on the form that I'm opposed to
08:55AM 10 this and I only did that because I had to make
11 a choice there. My opposition to this plan is
12 not because it doesn't comply with most of the
13 criterion that you have listed, the six
14 criterion. My concern primarily has to do
08:56AM 15 with the impact it will have overall in the
16 community. The compatibility, I think, is the
17 area we're probably talking about.
18 Nothing has been done in the north end of
19 the county to alleviate the traffic problem
08:56AM 20 that we have. Add another development and we
21 have more traffic.
22 I would like to ask Mr. McLaughlin a
23 question. I don't know how many home sites
24 we're talking about in this area, how many
08:56AM 25 potential new residents we're looking at in

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1 this area. That certainly would influence my
2 opinion about this if I could ask him that
3 information now. Is that permissible?
4 MR. BRISKE: The best way that I think we
08:56AM 5 can do this is if staff and Mr. McLaughlin
6 make notes of the questions as we go from the
7 public and they can address each of them;
8 traffic concurrency from staff, if you will
9 address that issue, Mr. McLaughlin, if you
08:57AM 10 care to share the information about the
11 development. We'll get all the questions down
12 so if you have a question just make sure that
13 you state this is my question and then we'll
14 try to get an answer to every one of them.
08:57AM 15 MR. TATE: Can I say something as well
16 real quick? When you're thinking of that,
17 thinking of what could happen, in the backup
18 for this meeting it tells you in each one of
19 those categories that he's trying to obtain
08:57AM 20 how many dwelling units per acre can be built
21 out in that. Then you have to think of that
22 picture of the wetlands and understand that
23 that's off limits.
24 MR. THOMAS: I understand that. I'm very
08:57AM 25 aware of that, but I don't know exactly how

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1 many people that may mean.
2 MR. JONES: Let me add to that, too.
3 MR. BRISKE: Horace, state your name when
4 you start speaking so we get it on the record,
08:58AM 5 please.
6 MR. JONES: Again, Horace Jones. Just to
7 the public in general, some of the questions
8 that you may be asking may not be able to be
9 answered immediately at this level because
08:58AM 10 some of it is really going to come into play
11 if the developer comes in and wants to develop
12 this area. It's going to take another process
13 after this process, and there's some severe
14 strict guidelines that they must -- that DESAP
08:58AM 15 Document is yea thick (indicating) that
16 they've got to abide by.
17 So some of the questions on the road, the
18 network, the infrastructure, the wetlands, all
19 of that will come after. So he can only give
08:58AM 20 you a general idea, but we really won't get to
21 the fine tune until a development is proposed
22 and there's going to be another whole area
23 that they've got to come to, as well.
24 MR. THOMAS: I understand. I have a
08:59AM 25 feeling, though, if I were a developer I would

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1 have a pretty good idea of how many places I
2 want to build in there if I'm going to put
3 this kind of money into it. So, hopefully, he
4 can answer that question for me.
08:59AM 5 The other thing is what type of retail
6 business? Does he have ideas about those
7 things?
8 But my main concern is the traffic issue.
9 Well Line Road, I think, is going to be
08:59AM 10 widened. It's my understanding that's going
11 to be widened. That's still not going to help
12 Highway 29. Typically I used to work right
13 around the corner from here and from my home
14 to here was about 20 to 22 minutes. This
08:59AM 15 morning I left early and it took me
16 31 minutes. Nothing has changed on Highway
17 29. If you add more traffic, I know there's
18 been improvements done to Jacks Branch Road,
19 but that's basically to the north. It's not
08:59AM 20 going to help anything coming south.
21 So my concern is are we getting the cart
22 before the horse here. I know it meets all
23 compliance with all the detailed plan or the
24 consistency with the Comprehensive Plan, but I
09:00AM 25 want us to look at other impacts it will have

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1 throughout the community in that regard. So
2 I'll wait to hear the answers.
3 MR. BRISKE: Mr. Thomas, I wanted to
4 address one thing. By speaking here today
09:00AM 5 gives you the opportunity to speak in front of
6 the Commissioners. Although you can't bring
7 new evidence into that meeting, you will be
8 able to discuss your concerns about the
9 traffic. The Commissioners are the ones that
09:00AM 10 obviously have the purse strings for any
11 improvement.
12 MR. THOMAS: I understand.
13 MR. BRISKE: Mr. Woodward, you serve on
14 the TPO, the Transportation Authority, so how
09:00AM 15 would that organization view a large project
16 like this where it's taking up an entire
17 section of land? Would they treat that
18 differently and put it as a priority for
19 traffic concerns?
09:00AM 20 MR. WOODWARD: Well, considering that the
21 organization plans as far out as 2035, these
22 sort of things are aberrations that they
23 anticipate, so they would get into determining
24 traffic flows and things like that, projected
09:01AM 25 traffic flows and cranking road changes into

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1 this 30-year plan or 20-year plan or 25-year
2 plan as the case may be.
3 MR. THOMAS: One other question that I
4 would ask Mr. McLaughlin is, what is his time
09:01AM 5 frame, assuming that all approvals are done,
6 the time frame on developing this project?
7 MR. BRISKE: Juan.
8 MR. LEMOS: Juan Lemos, Escambia County
9 Planner. The planning council, the West
09:01AM 10 Florida Regional Planning Council, I know they
11 were an integral part. When you decide
12 through the State, the State approves the idea
13 of a sector plan in any of the regions in
14 Florida, the first step is the West Florida
09:02AM 15 Regional Planning Council or the planning
16 council assigned to that region is supposed to
17 do a feasibility analysis, so they were there
18 day one. They were the first step when those
19 15,000 acres were identified back in 2005.
09:02AM 20 MR. BRISKE: Is there somewhere where
21 Mr. Thomas can see that information about the
22 results?
23 MR. JONES: We do have all of those
24 documents. As a matter of fact, our main
09:02AM 25 consultant I believe was MSEW at that time.

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1 They had a transportation planner on board.
2 There are numerous traffic impact analyses,
3 traffic impact reports. This was a large
4 undertaking. FDOT got involved, the county,
09:02AM 5 so we do have all of that information. It's
6 detailed. There's no way I can look at it and
7 understand it. My brain doesn't work like
8 that.
9 MR. THOMAS: Traffic out there is kind of
09:03AM 10 like the weather. A lot of people talk about
11 it but nobody does anything.
12 MR. WOODWARD: The Planning Board is on
13 the corner of East Olive Road and North Ninth
14 Avenue if any of those want to go visit them.
09:03AM 15 They've got a lot of people that can give you
16 a lot of answers.
17 MS. ORAM: In fact, there's a meeting
18 today at 1:00 for the technical committee and
19 then at 3:00, I believe, for the community.
09:03AM 20 MR. WOODWARD: Citizens Advisory Board.
21 MR. THOMAS: At their office?
22 MR. WOODWARD: At their office.
23 MR. BRISKE: Thank you, Mr. Thomas.
24 Our next speaker is Mr. Mike Camp, please.
09:03AM 25 Good morning, sir. Please be sworn in and

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then state your name and address.
(Mike Camp sworn.)
MR. CAMP: My name is Mike Camp. I live
at 6700 Chapel Road in Molino, Florida. I was
09:03AM born and raised out in Beulah on a farm, so
I've pretty much lived out in the country all
my life. I appreciate the prayer y'all had
this morning.
What I wanted to come to you about this
09:04AM morning is I want to state my strong
disapproval of y'all trying to approve this
rezoning and I think that a lot more needs to
be done about all of y'all and these people
over here that want to push this to go around
09:04AM and speak to all the residents that live
around the communities, because in those areas
there, what happens in one community affects
all the others. Like the gentleman there
talking about the traffic, that won't be the
09:04AM only problem that they will have out there. I
have a lot of relatives and friends that live
in every one of those communities from Molino,
Barrineau Park, Walnut Hill, Beulah, Seminole,
and all this is going to affect eventually
09:05AM everybody.

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I think that for one thing the impact on
the environment will be pretty negative. I
think one of the maps you showed had quite a
bit of waterways scattered through there, so I
09:05AM believe the development on there will be in
pieces, won't be as fully fundable, I guess,
or affordable as what maybe they want to
portray. Okay.
I know that there's a lot of people that
09:05AM I've talked with even on North Escambia dot
com. There's a lot of negative impacts about
it and there's a lot of people that's not for
it that can't be here today. I'm asking
before y'all decide on your motion to have
09:05AM some type of meeting in the eveningtime where
there's people that can come out and voice
their opinion more than just me or one or two.
All right.
I would like to ask y'all a question.
09:06AM Have any of y'all been around to talk to any
of the landowners or residents around this,
surrounding this development project?
MR. BRISKE: Sir, I've personally not gone
house to house. However, we have had many
09:06AM many public hearings on this giving the public

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an opportunity to come and speak in front of
us and there have been quite a few people that
have come and spoke. All of that was taken
into consideration as we moved forward. As
09:06AM Horace was explaining, this is a very lengthy
and detailed process. It didn't just happen
overnight. It's been going on for several
years.
MR. CAMP: Yes, sir, I understand that.
09:06AM I've been kind of watching in the past
whatever and trying to make heads and tails of
it and all. I believe there's some
development that can be done on it, but not
just strip malls, restaurants, houses, that
09:07AM could be beneficial to the whole community.
And I think maybe there's some other ideas
that need to be looked at before just that,
because I look -- I drove from Molino down
here and inside the infrastructure of
09:07AM Pensacola, you have a lot of abandoned
buildings, restaurants like Hall's just
closed, the K-Mart on Nine Mile Road closed,
things of that such.
I have yet to see anytime where building a
09:07AM place like that would be beneficial to the

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community but yet you have eyesores down here.
Now, if there was more concentration on
redeveloping in Pensacola, okay, and getting
things where they're looking better, and then
09:07AM there was a need for more houses or whatever,
I'm not opposed to growth but if it's within
reason.
There's lot of people out there in other
communities that are going to be negatively
09:08AM impacted if you proceed to try to do this. I
think that a lot more input from the public
needs to be brought forth before you decide.
MR. BRISKE: Horace, if you would, maybe
in very simple terms, if you could kind of
09:08AM explain just very briefly the steps that has
to happen here, from our first step through
just a little brief explanation of each of the
public hearings that we've gone through and
what will happen after this even after if this
09:08AM is approved what will happen with the
development review process and everything like
that.
MR. JONES: Let me try to give a quick
recap. Horace Jones. Thank you. Again, just
09:09AM to reiterate, there have been numerous

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1 meetings. This type of plan is a long term
2 concept plan. It's not going to happen next
3 year. It's a long term build out plan. There
4 are many components. There's commercial,
09:09AM 5 industrial, residential. It's an economic
6 plan to help the whole community. It's
7 long-term. This is just one part. Many,
8 many, many meetings with the citizens out
9 there and with so many different agencies that
09:09AM 10 were involved in this, the sector to DSAP to
11 get to the point of the rezoning.
12 After this rezoning, the Planning Board
13 can only make a recommendation. They will
14 make a recommendation at the Board of County
09:09AM 15 Commission meeting to the Board of County
16 Commissioners. The Board of County
17 Commissioners, they are the one with final
18 authority on this particular one small part of
19 this entire big plan, this entire big plan.
09:10AM 20 There are many moving parts to this.
21 And then once the Board of County
22 Commissioners, if they decide to approve this
23 particular individual, his rezoning for his
24 project, the next step will go to the
09:10AM 25 development phase of it. That's another step.

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1 The roadway, the network, we've got a whole
2 transportation network system that must be in
3 place, so it's long term.
4 MR. CAMP: I understand these processes
09:10AM 5 and all that. Where do you live at?
6 MR. JONES: I live in Escambia County.
7 MR. CAMP: Where at?
8 MR. BRISKE: I don't think it's
9 appropriate for him to say where he lives.
09:10AM 10 MR. CAMP: What I'm getting at is you've
11 got other people that's deciding this is the
12 best for the county or whatever. And this is
13 one of the faults that I found with the County
14 in doing this kind of stuff is because other
09:10AM 15 people are making decisions that are adversely
16 affecting the ones that live around and I
17 implore you before you make a decision, okay,
18 for each one of y'all, to contact, go out
19 personally and speak with a lot of those that
09:11AM 20 can't be here today that live around that
21 community and see what they say. Because I've
22 talked with Grover Robinson, Wilson Robertson
23 and Steven about all this. Anyhow, so...
24 MR. BRISKE: Mr. Camp.
09:11AM 25 MR. CAMP: I appreciate your time.

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1 MR. BRISKE: Yes, sir. Thank you.
2 MR. CAMP: Thank you very much.
3 MR. BRISKE: Just so everyone understands,
4 the Planning Board is made up basically of
09:11AM 5 appointees. Each commissioner appoints a
6 member to the Planning Board and then we have
7 a couple of at large seats, as well. So
8 there's representation from each one of the
9 County Commission districts and my
09:11AM 10 commissioner is Steven Barry, who I represent
11 for this.
12 Now, the commissioners do not usually call
13 us up and tell us how to do this job.
14 MR. CAMP: I understand that.
09:12AM 15 MR. BRISKE: This is more of a technical
16 advisory job. We know the Land Development
17 Code. We know the Comprehensive Plan. It's
18 very detailed. They're very detailed
19 documents. The members of this Board have
09:12AM 20 spent years learning those things and
21 understanding them.
22 We understand that the rules of the
23 County, so to speak, are these criterion that
24 you see up on the board. Our responsibility
09:12AM 25 as the local planning authority is if it meets

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1 these criterion, because that's our statutory
2 law in place.
3 If it meets these criterion, then we will
4 recommend it to the commissioners who have the
09:12AM 5 ultimate authority. They can override us.
6 They can go whichever way they want. We're
7 making just a recommendation to them. Now, if
8 you say you have three commissioners that are
9 on your side and not in favor of this --
09:12AM 10 MR. CAMP: I didn't say that. I just said
11 I talked to them.
12 MR. BRISKE: I would clarify their
13 position on this because I think that the last
14 time I heard most of the commissioners were in
09:13AM 15 favor of this because that's how it got passed
16 through. We've had some change over the years
17 from when this started and who was on the
18 commission and who's on there now. But it's
19 kind of like unringing a bell. This is
09:13AM 20 already quite a ways into the process. You
21 can't really unwind it at this point without
22 some major consequences.
23 MR. CAMP: I tell you what I see
24 happening. You get this put in there and then
09:13AM 25 you're going to have the tax collector come

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1 back and say we've got to reassess your
2 property because your property values went up
3 and turn right around you're going to have
4 people paying more property taxes when they
09:13AM 5 don't need to.
6 So anyhow, thank y'all for your time.
7 MR. BRISKE: Thank you for your concern,
8 sir.
9 By the way, any of you that have just come
09:13AM 10 in, if you wish to speak, we need you to fill
11 out a speaker request form, please. They're
12 in the back of chambers.
13 Ed Shehee. Good morning, sir. Please be
14 sworn in and then state your name and address
09:14AM 15 for the record.
16 (Ed Shehee sworn.)
17 MR. BRISKE: Good morning, sir. Your name
18 and address please.
19 MR. SHEHEE: Ed Shehee and my address is
09:14AM 20 1618 Jacks Branch Road, Cantonment, Florida.
21 I own -- I have a cattle farm that is --
22 basically my southeast corner would touch or
23 corner with their northwest corner of this as
24 best I can tell and through there is Jacks
09:14AM 25 Branch, the big creek that comes through

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1 there.
2 We take a lot of water from the whole area
3 up above and currently just in this very very
4 rainy season I've had a lot of water spill
09:15AM 5 over off the creek onto my property. So it
6 concerns me that a big portion of the upstream
7 water shed may, in fact, be changed. I'm sure
8 all the due diligence and engineering and all
9 the things will be done, but I just wanted to
09:15AM 10 go on record that, you know, if there are
11 issues or problems with that in the future as
12 a result of this, you know, I want to have
13 stated my concerns ahead of time so that I can
14 have some recourse to come back and discuss
09:15AM 15 what options or corrections could be made.
16 So mine is an environmental issue and
17 specifically affecting the drainage in my area
18 because all that's wetlands through there and
19 I just wanted to state that.
09:15AM 20 MR. BRISKE: Thank you, sir. That would
21 be Criterion Number (5), effect on the natural
22 environment. Maybe briefly staff members will
23 address -- we'll do it at the end, if you
24 would, Juan. We'll address how those things
09:16AM 25 are handled as far as stormwater runoff and

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1 everything like that.
2 MR. SHEHEE: Thanks.
3 MR. BRISKE: Thank you, Mr. Shehee.
4 Joyce Callahan. Good morning. Please be
09:16AM 5 sworn in and then state your name and address
6 for the record.
7 (Joyce Callahan sworn.)
8 MS. CALLAHAN: Good morning. My name is
9 Joyce L. Callahan and I live at 5931 Otter
09:16AM 10 Point Road here in Pensacola. My husband and
11 I own some property that borders this proposed
12 plan at the northern border and I also have a
13 border with the creek, so I have the same
14 environmental concerns as far as drainage, but
09:16AM 15 also when we're talking about vast commercial
16 and residential expansion, of course, concerns
17 about pollution and those types of things.
18 I also want to thank you for the
19 opportunity to speak and hear from actual
09:17AM 20 landowners who will be personally affected,
21 not just in the neighborhood, but actually
22 bordering the actual property. And I don't
23 know -- so basically mine is also number five.
24 I don't know exactly what the ones at the
09:17AM 25 bottom are that have the letters. They're not

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1 one of these, but they're on the bottom of the
2 green sheet.
3 MR. BRISKE: What's on the green sheet? I
4 don't have a copy of that one. Horace, would
09:17AM 5 you look at that?
6 MR. JONES: Yes. Let me see what this is.
7 MS. CALLAHAN: Is this additional
8 criteria?
9 MR. JONES: Yes, it is.
09:17AM 10 MS. CALLAHAN: As far as the additional
11 criteria, one that I see that is my main
12 concern is E, and it is that the proposed
13 rezoning and development permitted there would
14 detract from the character and quality of life
09:18AM 15 in the general area or neighborhood by
16 creating excessive traffic, noise, lights,
17 vibration, fumes, odor, dust, physical
18 activities or other detrimental effects. Of
19 course, that's my main concern for my family.
09:18AM 20 I also have some of the same concerns that
21 I've heard from other individuals this morning
22 that it's hard to imagine success of such a
23 huge expansion. We're talking about a
24 two-lane road and nothing but absolute country
09:18AM 25 residents, no commercial area on Jacks Branch

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1 Road that I know of on the way to my property.
2 I pass several -- three neighborhoods that I
3 know of that are mostly vacant.
4 So that, again, it feels like maybe the
09:18AM 5 priorities are out of place here for people
6 who primarily have chosen to live in this area
7 for the serenity of the environment, not for
8 the desire for expansion commercially and
9 residentially.
09:19AM 10 Also, I do have a question that if these
11 developers get this passed through, which I
12 understand they're well on their way to do
13 that, can they then sell this land and what
14 would the accountability be from there as far
09:19AM 15 as a new developer owning this land and maybe
16 having a different plan since the zoning would
17 already be changed?
18 MR. TATE: Let me answer that. Tim Tate.
19 The Board here today dealing with the rezoning
09:19AM 20 itself, we don't look at necessarily what he
21 wants to do. We try and stay away from that.
22 We have to look at the what can be done. So
23 it doesn't matter who owns that piece of
24 property, is it compatible with whoever owns
09:20AM 25 it and whatever they can do within that

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1 zoning?
2 We know generally what somebody wants to
3 do when they come before us, but we can't
4 concentrate on that. We have to look at the
09:20AM 5 entirety of what can be done. There's a whole
6 list of things that can be done in each one of
7 those categories and that's what we have to
8 look at because the next owner very well may
9 decide to do something else.
09:20AM 10 Now, the difference that we're dealing
11 with today that's different than a lot of
12 rezonings we deal with is that down here in
13 the lower part of the county, there's no
14 constraints like a DESAP. There's a whole
09:20AM 15 another layer of it's got to be this, which we
16 don't have in the rest of the county. And
17 that's the difference here is because of that
18 DESAP, if the developer sells, the next
19 developer still is constrained by the same
09:20AM 20 Detailed Sector Area Plan and it has to be in
21 this traditional garden or it has to be this
22 little type of whatever.
23 Just like your property, your property is
24 within this DESAP. You have the right to
09:21AM 25 rezone your property within whatever the

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1 sector plans says it is. You have the right
2 not to, as well. But that's the biggest
3 difference is that there's a whole another
4 layer of bureaucracy, if you will, as to what
09:21AM 5 that person can or cannot do. You have much
6 more assurance about what it's going to be
7 than you would if it was in the lower part of
8 the county, if that makes any sense.
9 MS. CALLAHAN: So really you're saying
09:21AM 10 you're more approving the concept than the
11 actual plan?
12 MR. TATE: We're just approving the actual
13 zoning and whatever could happen in that
14 zoning.
09:21AM 15 MS. CALLAHAN: Right. I think that was
16 about it except that I just appreciate the
17 Board's willingness to hear from residents and
18 people who are directly affected, again, not
19 just by traffic and things like that, but
09:22AM 20 people who are in close proximity to these
21 areas and whatever these businesses may be and
22 how that might change our lifestyle which, of
23 course, is not what we intended when we
24 decided to move to the woods. Thank you.
09:22AM 25 MR. BRISKE: Thank you, Ms. Callahan.

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1 Juan and Horace, it may be appropriate to
2 explain why a DESAP is sometimes encouraged or
3 not encouraged, allowed from the standpoint of
4 urban sprawl standpoint. We had one gentleman
09:22AM 5 talking about that we have vacancies in
6 Pensacola, why are we expanding out there, so
7 may be just getting that on the record as to
8 why we do these kind of things, if you would.
9 That may answer some questions.
09:22AM 10 MR. LEMOS: Yes, sir, Mr. Briske. This
11 Juan Lemos, Escambia County Planner. Once
12 again, this is a -- we have to have long range
13 plans. Back in 2004 and 2005, and this was
14 definitely before my time with the County, a
09:23AM 15 group of developers and large land owners in
16 the north end of the county saw an opportunity
17 to have some kind of plan to regulate what
18 kind of development would go on that
19 undeveloped area above I-10, on the north side
09:23AM 20 of I-10.
21 They came to the County. The County
22 consulted with them. They decided, after
23 speaking to Tallahassee, that this optional
24 sector plan process that was in place, it's
09:23AM 25 been in place for many years, was probably the

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1 best choice to have some type of guidance on
2 what can and cannot be built. They agreed on
3 a total acreage, 15,000 acres.
4 They formed a group between the large
09:23AM 5 developers. They sat down with the County and
6 the person we contracted to do the whole
7 process and they had multiple meetings to come
8 up with some type of standards for
9 development.
09:24AM 10 Once they created a plan, they did a huge
11 outreach. I know for a fact I came on in the
12 last three years of this sector plan, which
13 created an actual document they had to show
14 people. We did multiple meetings in the north
09:24AM 15 end of the county. I remember going to the
16 elementary schools and the middle school at
17 five o'clock in the afternoon, sometimes until
18 ten o'clock at night, looking at the maps,
19 answering questions, showing people their
09:24AM 20 individual parcels, answering specific
21 questions about their parcel and how this
22 would have an effect on the future development
23 of the whole area.
24 Once again, it's a long range planning
09:24AM 25 tool. It kind of guides development to

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1 specific areas of the county instead of having
2 people building whatever they want to,
3 whenever they want to. This 25-year plan kind
4 of gives you a better feel, a better grasp of
09:24AM 5 what is going to happen in the near future, a
6 25-year time frame.
7 MR. JONES: And to add onto Juan, this is
8 to prevent urban sprawl, to minimize urban
9 sprawl definitely. The DESAP document
09:25AM 10 detailed sector area plan, there are some
11 strict -- Mr. Tate answered the question very
12 correctly. There are strict performance
13 standards that whoever purchases the property
14 has to abide by. It's an organized structured
09:25AM 15 plan where each entity they've got to abide.
16 You can't have all commercial. You can't have
17 all industrial. You can't have all
18 residential, so you cannot have such a huge
19 impact. There's a huge transportation network
09:25AM 20 that must be in place.
21 The wetlands, they will -- they're
22 definitely going to look at -- some of those
23 are jurisdictional wetlands. All of those
24 things will be looked at.
09:25AM 25 So there's a huge undertaking that must be

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1 in place before you can actually see something
2 on the ground. We're still at the 30,000 foot
3 level at this point in this rezoning. It's
4 still -- it's a long-term concept plan.
09:26AM 5 That's why we took the time and we organized
6 all that so we can make sure that -- the
7 citizens out there, we do understand their
8 concerns. So we cannot just sort of put the
9 whole neighborhood in upheaval. Tallahassee
09:26AM 10 didn't want that to happen. Escambia County
11 didn't want that to happen. That's why we
12 went through this long process and we've still
13 got to do some more things to keep it
14 together.
09:26AM 15 MR. BRISKE: Thank you, Mr. Jones.
16 Our next speaker is Mr. William Joseph.
17 Good morning, sir. Please be sworn in and
18 then state your name and address for the
19 record.
09:26AM 20 (William Joseph sworn.)
21 MR. JOSEPH: William Joseph, 2791 Glen
22 Eden Drive, Pensacola, Florida 32514.
23 I would like to take a minute to request
24 the Board to potentially consider me to be
09:27AM 25 sworn in as an expert witness due to my number

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1 of years of experience in this. The last time
2 I appeared before this Board I was sworn in as
3 an expert witness, which will give me some
4 latitude to make some comments, based on
09:27AM 5 20 years experience with Escambia County
6 Engineering.
7 I've been in the private industry for
8 eight years managing projects for Escambia
9 County and other local government agencies
09:27AM 10 while I was at Engineering. I had several
11 years of experience in land surveying,
12 drafting, and then I went to permitting, which
13 got me into the very things we're talking
14 about today. I went to right-of-way
09:27AM 15 acquisition for a period of five years and my
16 last three years was as project manager with
17 Escambia County, and I petition the Board
18 today to please swear me in as an expert
19 witness.
09:28AM 20 MR. WINGATE: So moved.
21 MR. WOODWARD: Mr. Joseph, let me ask you
22 just a little more detail about your
23 background.
24 MR. JOSEPH: Yes, sir.
09:28AM 25 MR. WOODWARD: What's your educational

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1 background?
2 MR. JOSEPH: I have an AA degree from PJC,
3 a preengineering degree. I would be
4 considered in my junior year.
09:28AM 5 MR. WOODWARD: You did rattle off a bunch
6 of different things. Give us a little more
7 chronology. When you left PJC, what was the
8 first related employment you had?
9 MR. JOSEPH: I was with Escambia County
09:28AM 10 when I acquired that education.
11 MR. WOODWARD: What were you doing?
12 MR. JOSEPH: I started out in surveying.
13 I spent approximately five years -- I'm just
14 using round numbers -- land surveying and then
09:28AM 15 I went into the drafting division, which
16 exposed me to the legal descriptions and the
17 field information and getting it transferred
18 onto our drawings.
19 MR. WOODWARD: I know that you've appeared
09:28AM 20 as an expert before. We're simply protecting
21 the record.
22 MR. JOSEPH: Yes, sir.
23 MR. WOODWARD: Tell me next what happened.
24 MR. JOSEPH: Then I was -- Mr. Travis
09:29AM 25 Windham was engineer at the time and he

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1 petitioned me to take over unrecorded
2 subdivisions and that was before the front
3 counter was the front counter. That was
4 before you really had a permitting division,
09:29AM 5 so I started there and I kind of followed that
6 concept to the front counter and established
7 when it was truly a one stop process. The
8 state was right there. You go to building
9 inspections and that's when the Future Land
09:29AM 10 Use -- yes, sir.
11 MR. WOODWARD: When you say unplatted
12 subdivision, it was your job to bring order
13 out of chaos.
14 MR. JOSEPH: Absolutely. I think that's
09:29AM 15 an eloquent way of saying it. Absolutely.
16 And determined that they had met either a
17 family development or been developed prior to
18 a certain date. I would have to review
19 official documents from the courthouse to
09:29AM 20 verify that they had actually been subdivided
21 prior to those dates and then they were
22 allowed to be grandfathered, if you will.
23 MR. WOODWARD: This was as the new zoning
24 was coming along?
09:30AM 25 MR. JOSEPH: Yes, sir, and the Future Land

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1 Use Map was really new, very new.
2 MR. WOODWARD: How long were you with the
3 County?
4 MR. JOSEPH: Twenty years total.
09:30AM 5 MR. WOODWARD: And you retired from the
6 County?
7 MR. JOSEPH: I resigned.
8 MR. WOODWARD: What was your job when you
9 resigned?
09:30AM 10 MR. JOSEPH: Project manager.
11 MR. WOODWARD: What are you doing today in
12 the field?
13 MR. JOSEPH: Project management, safety
14 director, just a number of things along the
09:30AM 15 same lines of what I've done. I've managed
16 county projects, as well as Santa Rosa County.
17 That's why I just don't want to say this is
18 the only government agency that I've managed
19 projects for, but several.
09:30AM 20 MR. WOODWARD: It's fair to say you've
21 done it for private industry and the
22 government; is that correct?
23 MR. JOSEPH: Yes, sir.
24 There's been a motion that he be
09:30AM 25 qualified. He's answered. I'll second the

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1 motion.
2 MR. WOODWARD: Mr. Chairman, before you go
3 forward, could you have Mr. Joseph or the
4 Board state what particular field that
09:30AM 5 Mr. Joseph is going to be qualified as an
6 expert in?
7 MR. WOODWARD: Thank you, sir.
8 What do you propose yourself as an expert,
9 what particular narrative issue?
09:31AM 10 MR. JOSEPH: I think specific to this
11 situation I would like to make comments to the
12 development pattern and the concept that's
13 been originated through the county, their
14 brain child, and how it's going to benefit.
09:31AM 15 It's a new concept and I think it's superior
16 to what we've had in the past and that's kind
17 of what I would like to comment, just a
18 development sense, be it road construction,
19 land surveying and I know the criteria of open
09:31AM 20 space and buffers. I would like to comment --
21 MR. WOODWARD: Why don't we call that land
22 use and planning?
23 MR. JOSEPH: Yes, sir, I would agree.
24 MR. BRISKE: We have a motion and second
09:31AM 25 on the floor to accept Mr. Joseph as an expert

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1 in the area of land use and planning. Is
2 there any discussion on this matter?
3 MR. WOODWARD: I seconded it.
4 MR. BRISKE: Yes, sir. Any discussion?
09:31AM 5 All those in favor, say aye.
6 (Board members vote.)
7 MR. BRISKE: Opposed?
8 (None.)
9 MR. BRISKE: All right, sir.
09:32AM 10 (The motion carries unanimously.)
11 MR. BRISKE: You are to be limited to the
12 area of land use and planning for your opinion
13 testimony as an expert. You obviously can
14 speak on other areas but not as an expert in
09:32AM 15 those areas.
16 MR. JOSEPH: I understand. And thank you,
17 Mr. Chairman and Board members. I do consider
18 it a privilege to be able to come in front of
19 you guys today and address this proposed
09:32AM 20 development. On a personal level I do, and
21 I'll keep those comments brief, I do see the
22 benefits of having a development like this.
23 I've grown up here all my life. I drove back
24 and forth from Walnut Hill all these years.
09:32AM 25 You know that the development is going to go

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1 to the north out that way and the day has come
2 and I think that this is a responsible
3 development proposal here. That would be the
4 limits on a personal level.
09:33AM 5 On a professional level, the owner and the
6 developer are my colleagues and I work with
7 them on a daily basis, so those guys are
8 absolutely civic minded, family oriented,
9 local grown folks here that do things
09:33AM 10 responsibly in a responsible manner from
11 day-to-day, so I just wanted to make sure that
12 I did that on a personal level.
13 I've got to compliment staff. It's an
14 outstanding job these guys have done on this
09:33AM 15 thing. It's been many years. They're there
16 when you need them to answer the questions.
17 They provide you the material. Even when
18 things get a little bit rough or friction,
19 they're still there in the long haul so I
09:33AM 20 would like to take the opportunity to
21 compliment staff.
22 As we said, 2008 this plan was adopted by
23 the Board. I go back a date beyond that. I
24 go back beyond 2005. There was a concept out
09:33AM 25 there with this type of development to try to

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1 make the overlay match the land use of the
2 areas and it's been in the works well beyond
3 what we're realizing today and, I think, some
4 of comments from the public, which I would
09:34AM 5 like to say I respect those comments.
6 Anything that I would say that would try to
7 downplay some of that I do it all in good
8 faith. I don't mean anything derogatory.
9 The owner/developer has already put a good
09:34AM 10 faith effort in. They've been in it for this
11 long. They've got time invested. They've
12 been to the meetings. They've bent from what
13 their vision was to come halfway and meet the
14 County's vision and I think we stand here
09:34AM 15 today with that fact and I think it will
16 continue.
17 The first kind of development that this
18 has? These developments patterns have never
19 been tried. This Board today has an
09:34AM 20 opportunity to be a part of a new concept
21 rather than corridor development, signs and
22 blinking lights and all this that we have now
23 and I think this is a different type of
24 development. We're building a community here.
09:35AM 25 Again, many public hearings. I think of

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1 the hours that were mentioned. I think they
2 have been held. I think staff represented
3 that well, five to ten o'clock. You can come
4 in the middle of them. They're not that
09:35AM 5 formal. I attended many of those meetings,
6 many, and I know that staff how they do they
7 will pull you off to the side. They will look
8 at certain maps, specific parcels and I think
9 that that's all well represented at that
09:35AM 10 level.
11 MR. BRISKE: Mr. Joseph, your time has
12 expired, if you would wrap up your comments,
13 please.
14 MR. JOSEPH: With that being said, I just
09:35AM 15 wanted to go on record today in case it was
16 necessary in the future for me to speak in
17 front of the Board and I thank you for
18 swearing me in as an expert witness and I
19 thank you in advance for your positive vote
09:35AM 20 for this development.
21 MR. BRISKE: Thank you, Mr. Joseph.
22 Our next speaker is Jackie Fox or Fax, I'm
23 not sure. Good morning, ma'am, we'll have you
24 sworn in and then your name and address for
09:36AM 25 the record.

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(Jackie Fox sworn.)
MS. FOX: My name is Jackie Fox. I live at 1986 Well Line Road. Pardon me. I'm nervous. I don't have any notes or anything.
09:36AM What I see and what I hear is development happening in an area that should be left rural. As was brought up earlier by some of the other comments that were made, we have a lot of vacancies on Highway 29. There are
09:36AM housing developments on Well Line Road that have not come through to fruition. I just want to go on record as saying I'm opposed to any kind of infrastructure that would have big business or retail out in that area. I just
09:37AM wanted to go on record so that I could have a chance to speak on October 3rd.
MR. BRISKE: Absolutely.
MR. TATE: Can I just say, too, very clearly so people understand, when you get up
09:37AM to speak at that meeting what you said today is the limit of what they will allow you to say in that next meeting. I just want to make sure people understand that because when they go to that meeting the impression is you're
09:37AM going to be able to talk, but someone is going

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to be sitting there looking at what you said and if you say something outside of that, that's it. So if there's anything else that you do want to say, you've got to have it said
09:37AM here so you can have your voice heard beyond that.
MS. FOX: I say the changes and the conditions of Criterion (4), Criterion (5) and Criterion (6), even (3) that some of the
09:37AM things that are being proposed are not compatible with what is already out there. As has been stated, this is farmland. This is country. This is what people want. That's why we moved out there. That's why I moved
09:38AM out there. I like the quiet. I don't want to have residential neighbors next door to me with all the streetlights and the loud music and cars riding down the street back there where I can't see them but I can hear them.
09:38AM The environmental impact would be also the creek and all the wetlands in that area, the cattle ranches. That would be the natural effects on the environment.
The development patterns I don't believe
09:38AM will hold true to what they're proposing. It

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never has in the past and I don't see that it would hold true in the future.
I would like to leave something for our grandchildren. Some things should be left as
09:38AM God intended them to be. I have grandchildren that would love to live in the country.
I just -- all this is compatible with the surrounding uses. Are you going to put another cattle ranch out there? These are the
09:39AM things that we're all concerned about and I know this is already a train in motion and there's probably not anything that any of us can do about it, but I just want to be part of the people that speak and see if we're
09:39AM actually going to get heard.
MR. BRISKE: Ms. Fox, I've got a couple of questions for you just so I can understand in my mind. I forgot to ask some of the other speakers about this. How did you hear about
09:39AM the hearing today?
MS. FOX: I received a card in the mail. I would also like to address that because these meetings that they've been saying they had, I had to take off work today. We're
09:39AM working people. We're working class.

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MR. BRISKE: I am, too.
MS. FOX: But this is your job.
MR. BRISKE: No, actually we don't get paid for this. I have to take time off from
09:39AM work.
MR. TATE: It's volunteer work.
MR. BRISKE: It's volunteer.
MS. FOX: Okay. But there are a lot of people that cannot take off from work and
09:40AM that's why you don't have a big showing, I think. And a lot of these meetings that have happened, have happened up in the working day where I couldn't take off, but I just made it a point today. I took off work. I need to
09:40AM because this is important for me and my family and my future.
MR. BRISKE: We appreciate you getting involved, absolutely. Yes, we are all volunteers and I don't get paid by my job when
09:40AM I come here.
MS. FOX: I appreciate your efforts.
MR. BRISKE: It's kind of my sacrifice to put in some time for the county.
How long have you lived in the area out
09:40AM there?

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1 MS. FOX: Ten years.
2 MR. BRISKE: So you've been there probably
3 before this thing started then. Have you
4 gotten notification? You said that some of
09:40AM 5 the meetings you got notification that they
6 were during the day and you couldn't attend.
7 Did you ever get notification of any of the
8 meetings that Juan referred to that were in
9 the evening and things like that at the
09:40AM 10 schools and things? I'm just trying to
11 understand because in our mind we do -- this
12 Board is very particular about hearing from
13 the public when we're doing something. We
14 have certain rules that we have to follow, but
09:41AM 15 we do like to hear from the public, so it's
16 very important for us to know how you find out
17 about things, you know, if they were made
18 available to you in the evening meetings
19 because we know people have to work.
09:41AM 20 MS. FOX: I think there probably were
21 some. I cannot recall. I mean, it seems like
22 I recall getting something about the Quintette
23 Park area that was supposed to be developed
24 out in that area. I've not seen anything
09:41AM 25 happen with that. That's one of my things I

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1 was talking about, no development happening.
2 So many people we get kind of complacent
3 because we think nothing is ever going to
4 happen because we've kind of seen nothing
09:41AM 5 happening in the past.
6 But as far as notification, when I saw
7 this notification it came to me and saw that
8 it butted directly next to my property on the
9 west side when they started clearing out all
09:41AM 10 the trees on that side. I've enjoyed ten
11 years of privacy on that side and then it's
12 lined up behind my property and then down the
13 other side, so basically on all three sides.
14 They're going to develop this property.
09:42AM 15 They're going to put multifamily housing,
16 single-family housing. That to me is
17 apartments, neighborhoods, and then they're
18 saying commercial. I don't see where
19 commercial is going to work out there in the
09:42AM 20 woods because Highway 29 right now, downtown
21 Cantonment proper, we have so many defunct
22 businesses there now that are eyesores, just
23 like he was talking earlier about Nine Mile
24 Road.
09:42AM 25 There are houses -- they started a project

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1 on Well Line Road, a little subdivision, and
2 they sold maybe two or three houses in there,
3 so I don't understand why. I understand
4 growth. I get that. I do. But with so many
09:42AM 5 houses available, so many properties available
6 in Pensacola proper or at Nine Mile Road and
7 in that area, I don't know why we have to keep
8 going further north building subdivisions,
9 building buildings that are going to be empty
09:43AM 10 or eyesores pretty much like this building was
11 for probably 15 years.
12 I don't understand all that. But, I think
13 it's going to have high impact on not just me
14 and my family, but our future generation, our
09:43AM 15 future, our children, our grandchildren.
16 MR. BRISKE: Well, again, I really
17 appreciate you taking the time out of work to
18 come down and speak with us. I would
19 encourage you to go to the County Commission
09:43AM 20 meeting. Those are in the evenings so they're
21 a little easier for people to get to, I think.
22 And certainly all of you that have come
23 here today, speak to your commissioner, as
24 well. They are the one that has the ultimate
09:43AM 25 vote. We look at these technical criteria up

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1 here and we are bound by a set of rules that
2 say if it meets the technical criteria, we're
3 to recommend it. If it doesn't, then we
4 recommend denial. So we have limited scope in
09:44AM 5 what we can do.
6 The commissioners, because they're elected
7 officials and they report to the public, they
8 basically are supposed to do the will of the
9 people, so that's where your influence is
09:44AM 10 suited. But I'm glad you came and got your
11 comments on the record.
12 MS. FOX: Well, I would like to make one
13 other comment, if I may. I would like to get
14 a business card that if they're going to
09:44AM 15 pursue with this, I would like to know if they
16 would like to buy my two-and-a-half acres and
17 then they can just add ten or twelve more
18 houses out there if they want to, so if
19 someone wants to give me a business card, they
09:44AM 20 can have 800 and two-and-a-half acres. I
21 thank you for your time.
22 MR. BRISKE: Thank you, Ms. Fox. Thank
23 you for coming down.
24 Is there anyone else from the public that
09:44AM 25 wishes to speak? Anyone else? I'm going to

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1 close public comments. Once we close public
2 comments, we will not accept anymore public
3 comments.
4 UNIDENTIFIED SPEAKER: Can I ask you a
09:45AM 5 question, sir?
6 MR. BRISKE: Is it on this case?
7 UNIDENTIFIED SPEAKER: Yes.
8 MR. BRISKE: Yes, sir, absolutely. Sir,
9 if you will come up and be sworn in and then
09:45AM 10 state your name and address for the record.
11 MR. JONES: I'm Curtis Jones.
12 (Curtis Jones sworn.)
13 MR. BRISKE: Your name and address,
14 please.
09:45AM 15 MR. CURTIS JONES: Curtis Jones, at
16 Edgecliff Drive in Pensacola.
17 MR. BRISKE: Thank you, sir. Go ahead.
18 MR. CURTIS JONES: I just wanted to ask
19 questions.
09:45AM 20 MR. BRISKE: Yes, sir.
21 MR. CURTIS JONES: I'm not opposed to this
22 plan at all. I have a 60-acre piece of ground
23 out there with pine trees on it just south of
24 your project and I wanted to ask will Well
09:46AM 25 Line Road go through to Jacks Branch Road? Do

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1 you have any idea?
2 MR. BRISKE: Juan, do you know anything
3 about any future development plans to extend
4 the roadway?
09:46AM 5 MR. LEMOS: I'm going to defer that to
6 Horace.
7 MR. JONES: I do know that there are some
8 improvements that's being discussed. I don't
9 know directly what the connection is, but if
09:46AM 10 we can take your name, we can get someone to
11 address your specific question. I just don't
12 know all the specifics of it. We'll have
13 someone contact you to provide you that
14 information.
09:46AM 15 MR. CURTIS JONES: There's one piece of
16 property they would have to acquire to get
17 over there. And also Fargo Road, would it be
18 extended to Well Line Road?
19 MR. TATE: Is there not a conceptual
09:46AM 20 traffic map for the whole DESAP?
21 MR. JONES: Yes, there is.
22 MR. BRISKE: Do we have that today?
23 MR. JONES: We have to find it, but we do
24 have it.
09:47AM 25 MR. TATE: In reference to some of his

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1 direct questions, there's a map that was put
2 together that they thought this might be how
3 it works. It may not be how it works, but it
4 gives the concept of what thoughts were at the
09:47AM 5 time.
6 MR. CURTIS JONES: I just thought maybe
7 you already knew and you could answer it here.
8 MR. TATE: No, there's been no definitive
9 this is the road, this is what property we
09:47AM 10 have to acquire and a road is going here.
11 MR. CURTIS JONES: I have pine trees.
12 I've got water on the land and 60 acres right
13 next to this project and I'm interested in it,
14 too.
09:47AM 15 MR. TATE: This is something that I think
16 I mentioned earlier to one of the other
17 people. I don't know exactly where your
18 property is, but if you're within this DESAP
19 you have the rights to conduct or use your
09:48AM 20 property in the same way if you decided to
21 develop it in the future.
22 MR. CURTIS JONES: Like the lady, I would
23 sell it if these people are interested. Thank
24 you very much.
09:48AM 25 MR. BRISKE: Thank you, sir.

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1 Anyone else who wishes to speak on this
2 matter? Okay.
3 Now I will ask that once we close public
4 comment that there be no more shouting from
09:48AM 5 the audience when the man is giving his
6 presentation or the staff is. We've heard
7 from you. If you wish to speak and you
8 haven't been heard yet, we're certainly want
9 to hear from you, but we're going to go ahead
09:48AM 10 and close the public comment portion and at
11 this time I'll ask Mr. McLaughlin to come back
12 up, if you want to go ahead with your
13 presentation and then we can have the County
14 staff also go over Findings-of-Fact.
09:48AM 15 (Presentation by Brad McLaughlin,
16 previously sworn.)
17 MR. MCLAUGHLIN: First off I would like to
18 say I want to reiterate as the developer
19 representing agent we were fortunate enough to
09:49AM 20 have property within this zone. As you
21 mentioned before, everyone has the right
22 within this property boundary to develop their
23 property as in this fashion.
24 What I want to point out is that Escambia
09:49AM 25 County engaged with an external and outside

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1 source planner that has done several, several
2 cities and large scale and I spent some time
3 reviewing their Website and the proposed
4 developments they've done in the past and they
09:49AM 5 have produced this plan, like we said, over
6 the next 20 to 25 years. So there has been
7 professional studies on this that generated
8 the concept and way it looks the way it does
9 today.
09:49AM 10 As far as some of the specific comments,
11 Mr. Thomas mentioned your two main concerns
12 was, one, what exactly was the residential
13 neighborhoods and what did that entail, and
14 two was the traffic. Again, if you review --
09:50AM 15 I don't know if you can put it up -- the
16 proposed map and here again I'm not
17 responsible for any other property outside of
18 the 800 acres that I'm representing or any
19 other infrastructure, but there's been several
09:50AM 20 studies, and if you look on the overlay there
21 are proposed roads, there's upgrade roads,
22 there's numerous things that are going to have
23 to happen as time passes for this to come to
24 fruition.
09:50AM 25 You can see we're fortunate enough to have

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1 the heart of this development. We have the
2 town center. I want to note that within these
3 four areas we are held by strict guidelines
4 that the plan that this urban designer has
09:50AM 5 proposed. In reference to the traffic I can
6 tell you this, it talks about open space,
7 quality of roads, length of the road, widths
8 of the road, pedestrian traffic, town centers,
9 the neighborhood, the traditional garden,
09:50AM 10 suburban garden, villages, all of these
11 different residential areas have to be in
12 certain proximity to the town center. They
13 have to be in a certain orientation. We are
14 held by certain guidelines and stipulations
09:51AM 15 that the master planner has designed, so I
16 want to reiterate that.
17 Within this area we have four residential
18 neighborhoods. You will see at the southeast
19 corner the traditional garden, the traditional
09:51AM 20 village at the left, the conservation
21 neighborhood at the front center. All of
22 these are different type of neighborhoods that
23 are designed and within proximity to this town
24 center there again and are to be designed in
09:51AM 25 accordance to facilitate construction there.

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1 So, here again, we are bringing this idea
2 that the County has adopted here, the Board of
3 County Commissioners, to life, so all these
4 proposed propositions and all, we're fortunate
09:51AM 5 enough to build them.
6 I kind of want to address the next four
7 speakers, Mr. Camp, Callahan, and Ms. Fox.
8 Really the opposition is basically the
9 environment and all. I understand your
09:52AM 10 frustration and I probably could relate to you
11 if I had property out there. However, in
12 today's society as a whole sometimes, whether
13 it be government or however, we're forced to
14 accept decisions that are ultimately probably
09:52AM 15 sometimes not in our favor, but as a whole the
16 community will benefit from. I want to
17 mention three or four specific areas what our
18 goals are and why we think this will be a good
19 development.
09:52AM 20 Navy Federal has constructed projects and
21 added thousands and thousands of jobs in this
22 area. I'm aware of another project that's
23 coming out for bid in the next six days that
24 if it goes through it's going to add another
09:52AM 25 four to 6,000 jobs.

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1 Also, too, the business park. I know
2 there's advertisements and coordination with
3 Whiting Field right now to acquire the
4 property there, the flying field. Here again,
09:52AM 5 if we're fortunate in Escambia County and that
6 deal happens, there's another 2,000 jobs that
7 come there.
8 I'm also aware that the Governor of the
9 State of Florida has acquired funds and there
09:53AM 10 are investigative studies right now for an
11 interstate interchange on Beulah. I
12 understand all of your frustration, but as a
13 whole in the community I think that these
14 moves that are happening -- development has to
09:53AM 15 go somewhere.
16 I grew up in Pace and 20 years ago I can
17 remember where Hardee's was the only
18 restaurant there. If I drive through that
19 city today there's multiple places there. So
09:53AM 20 change is evident and it's coming and as a
21 community as a whole and a developer is only
22 as successful as the product he delivers, so
23 it makes -- there no incentive for us to put
24 something out in the middle of nowhere unless
09:53AM 25 we have a demand for it unless we produce that

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1 ultimately as a whole that the community
2 wanted or needed.
3 So in reference to the few specific
4 comments on the environment and particularly
09:53AM 5 Mr. Shehee, the offsite drainage and all, as
6 we move forward on projects, if we're
7 fortunate enough to, there are specific
8 regulating agencies, such as the DEP, that
9 control all of these guidelines that we're
09:54AM 10 going to be held to. I can also attest to
11 this that any development we do we're not
12 allowed to let any outsource runoff escape our
13 project or development. So that will be under
14 a microscope, if you will, and we'll be
09:54AM 15 required to abide by all those agencies and
16 rules.
17 MR. TATE: Mr. McLaughlin, can I just ask
18 specifically the issues they're having with
19 the creek may be the same issues that you end
09:54AM 20 up having with the creek given that it's a
21 moving body of water and having to deal with
22 the Northwest Water Management District. I
23 mean, there's going to be some major
24 constraints there as to what you can and can't
09:54AM 25 do that may or may not help or improve simply

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1 because of the environment that we live in
2 today in reference to that moving body of
3 water.
4 So while you're responsible for water that
09:55AM 5 comes on your property from a storm event, you
6 still are going to have to deal with the
7 outflow of that water from other properties,
8 if you would, and that's going to be a
9 difficulty for you just as much as dealing
09:55AM 10 with your own stormwater. I'm asking. You're
11 not redirecting the creek and not damming it
12 up. Those are all things that can't happen in
13 this process.
14 MR. MCLAUGHLIN: Right. There again,
09:55AM 15 we're in the very early stages. As we move
16 forward we will have engineers, we will have
17 architects, we will have professionals that
18 deal with this in everyday situations. I can
19 assure you all of our proposed developments
09:55AM 20 and the plans that we've laid out all do not
21 impact the wetlands or outside the wetland
22 impact areas, so we do know that we do have to
23 take that into consideration at some point in
24 time.
09:56AM 25 MR. LEMOS: I know you're very familiar

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1 with the DRC process. Our expectation here is
2 because we have so many different neighborhood
3 types, so many different development types,
4 the applicant when he spoke to us he knows
09:56AM 5 that any development that happens here,
6 regardless of whether it's residential or
7 commercial, will individually have to go
8 through the DRC process.
9 So basically what I'm saying we're not
09:56AM 10 going to bring all these at once and say, hey,
11 here, figure it out. If he starts working on
12 the conservation neighborhood and he decides
13 he wants to put whatever number of homes up
14 there, that is an individual process. It is a
09:56AM 15 subdivision, so it will have to not only go
16 through the subdivision process but through
17 the DRC process, which involves, of course,
18 stormwater management.
19 So plans are going to have to be developed
09:56AM 20 for those specific projects that address, as
21 in this case, stormwater management.
22 MR. BRISKE: Did you have more to add at
23 this point?
24 MR. MCLAUGHLIN: I think that's it.
09:57AM 25 MR. BRISKE: I'll give you an opportunity

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1 to do a closing statement after the staff if
2 you wish to, but we'll have staff presentation
3 now.
4 (Presentation by Juan Lemos, previously
09:57AM 5 sworn.)
6 MR. LEMOS: Yes, sir. I'm going to go
7 ahead and address the staff findings. Once
8 again, this is Juan Lemos, Escambia County
9 Planner.
09:57AM 10 I'll go with the first one which is
11 Criterion (1), consistency with the
12 Comprehensive Plan. Under Findings it states,
13 as requested and based on the map provided by
14 the applicant, which is Exhibit C, the
09:57AM 15 following zoning categories by acreage will
16 result:
17 Area 1, about 74.37 acres from VAG-1 to
18 R-4 under the Traditional Village designation
19 and under DESAP.
09:57AM 20 Area 2 is about 440.32 acres from VAG-1 to
21 C-1, which is a commercial area, under the
22 town center designation.
23 Area 3, 152.29 acres from VAG-1 to V-5,
24 under the Conservation Neighborhood
09:58AM 25 designation.

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Area 4, 107.82 acres from VAG-1 to R-3 under the Suburban Garden designation.

Area 5, 26.98 acres from VAG-1 to R-3 under the Traditional Garden designation.

09:58AM The proposed amendment to C-1 is consistent with the intent of the Comprehensive Plan Policy 5.5.1 by allowing retail, service, and employment opportunities within close proximity to residential

09:58AM neighborhoods. The applicant's request to C-1 for approximately 440.32 acres of the parcel does provide for the allowed uses and intensities listed under the Town Center designation in the DESAP plan.

09:58AM The proposed amendment to R-3 is consistent with the intent of Future Land Use 5.5.2 based on the adopted and allowed zoning densities and intensities delineated within the Escambia County Mid-West Sector Plan,

09:59AM Jacks Branch DSAP. The applicant's request to R-3 for about 134.80 acres under the Traditional Garden neighborhood and Suburban Garden neighborhood will provide for the allowed uses and intensities listed under the

09:59AM Development Principles of the DSAP.

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The proposed amendment to R-4 is consistent with the intent of 5.5.2 based on the adopted uses and intensities listed under the zoning densities and intensities

09:59AM delineated within the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan.

The applicant's request for 74.37 acres of the parcel under the Traditional Village

09:59AM neighborhood does provide for the allowed uses and intensities as listed under the Development Principles of the DSAP.

The proposed amendment to V-5 is consistent with the intent and purpose of

10:00AM 5.5.2 based on the adopted uses and intensities as listed under the zoning densities and intensities within Escambia County Mid -- West Sector Plan, Jacks Branch Detailed Specific Area Plan. The applicant's

10:00AM request for 152.29 acres under the Conservation neighborhood does provide for the allowed uses and intensities listed under the development Principles of the DESAP.

Basically all these rezoning requests

10:00AM respectively will comply with the allowed

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target intensities identified in the Land Use Plan and Development Program as listed for each branch of the DSAP.

Criterion (2), consistency with the Land

10:00AM Development Code. The proposed rezoning request is necessary to maintain consistency with the underlying existing zoning districts of the surrounding properties, while abiding to the designated target densities identified

10:00AM by the standards contained in the adopted DSAPs. At the time of individual development submittal, each target will be evaluated separately to ensure compliance with all the design standards outlined in the Escambia

10:01AM County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan, DSAP.

Criterion (3), compatibility with surrounding uses. The proposed amendment is compatible with the surrounding and existing

10:01AM uses in the area, using guidelines obtained Escambia County Mid-West Sector Plan, Jacks Branch DSAP, the existing and proposed uses will be consistent with the intent of Section 2.01 of the Development Program for each

10:01AM branch.

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Criterion (4), changed conditions. There are changed conditions that will impact the amendment or property. The proposed amendment includes a request for multiple zoning

10:01AM districts of a parcel that is located within the boundaries of the adopted Escambia County Mid-West Sector Plan, Jacks Branch DSAP. The underlying zoning districts guide the development standards for the individual

10:02AM properties, while large development proposals are regulated by the design standards of the DSAP.

Criterion (5), effect on the natural environment. According to the National

10:02AM Wetlands Inventory, wetlands and hydric soils were indicated on the subject property. The applicant has included a survey depicting a rough estimate of the existing wetlands with the boundaries of the parcel. Specific

10:02AM project wetland surveys will be required at the time a development request is submitted and shall be evaluated during the site plan review process.

Criterion (6), development patterns. The

10:02AM proposed amendment will result in a logical

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1 and orderly development pattern. Based on
2 Section 2.01 of the Land Use Plan and
3 Development Program for each DSAP branch, the
4 proposed amendment will be compatible with the
10:02AM 5 identified surrounding uses.
6 That concludes the staff's findings.
7 MR. WOODWARD: Mr. Chairman?
8 MR. BRISKE: Yes, sir.
9 (Motion by Mr. Woodward.)
10:03AM 10 MR. WOODWARD: I agree that the staff has
11 found that the applicant has met all the
12 criteria and I agree with the staff.
13 Therefore, I recommend the approval of the
14 rezoning application to the Board of County
10:03AM 15 Commissioners and that we adopt the
16 Findings-of-Fact provided in this packet,
17 which is Z-2013-17.
18 MR. GOODLOE: Second.
19 MR. BRISKE: Thank you, sir. We have a
10:03AM 20 motion and a second. Is there discussion?
21 MR. TATE: I have a question. This is
22 more directed to staff. The underlying zoning
23 for this category outside of DSAP, does it
24 still stand?
10:03AM 25 MR. LEMOS: Yes. I can answer that. I

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1 probably read too fast for it. The DSAP
2 itself was, of course, remember as I
3 mentioned, large property owners were the
4 first one that got together to say, hey, this
10:03AM 5 is probably a good idea to facilitate us
6 developing this area down the road.
7 If an individual property owner came today
8 and said I want to rezone, then the underlying
9 zoning map would apply. This is the reason
10:04AM 10 we're doing the rezoning.
11 Let's say that they have this 800 acres
12 and you approached them and said I just want
13 one acre of those 800 acres, whatever the
14 individual zoning designation is for that
10:04AM 15 parcel applies.
16 He is not developing that parcel as a
17 subdivision or as a commercial retail
18 business. He's developing that as a
19 single-family residence, so if that individual
10:04AM 20 zoning designation, that underlying zoning
21 allows for a single-family residence, so be
22 it. He gets a single-family residence.
23 The DSAP standards, the performance
24 standards, will only apply to large
10:04AM 25 developments. So if you bring me a four-acre

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1 parcel and you want to build a house on it, of
2 course, we're not going to look at the DSAP
3 and try to apply all the traditional
4 neighborhood standards to one house. But if
10:05AM 5 you're proposing a subdivision, then those
6 DSAP standards will immediately kick in and
7 regulate what can and how it can be built on
8 that specific parcel.
9 MR. TATE: I was thinking of one of
10:05AM 10 Ms. Fox's comments earlier about we hear about
11 development. We hear about it and that's it.
12 Nothing happens and nothing goes forward.
13 Nothing happens here, Mr. McLaughlin or
14 whatever people can't get their process
10:05AM 15 together, that underlying zoning is still in
16 effect.
17 MR. LEMOS: Absolutely. If this is
18 approved or not, VAG-1 is what regulates that
19 parcel. If you want to take a quarter of an
10:05AM 20 acre parcel out of those 800 and sell it to
21 someone else, that VAG-1 will still stand.
22 MR. TATE: Can you bring up we're going
23 from this to this, not the map itself, but
24 just the header to this. So technically we
10:06AM 25 are not rezoning from VAG-1 to R-3 or R-4, V-5

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1 or C-1?
2 MR. LEMOS: Yes, sir, we are.
3 MR. TATE: Only in reference to the DSAP.
4 MR. JONES: Yes, sir, only in reference to
10:06AM 5 for the DSAP Plan.
6 MR. TATE: So not DSAP, this is still
7 VAG-1?
8 MR. LEMOS: No. The R-3 area -- remember
9 the way the DSAP worked was let's say for
10:06AM 10 example the Traditional neighborhood. What
11 they did was they complied a certain amount,
12 depending on those guidelines, to say it is
13 single-family residences, usually a quarter of
14 an acre lots. That's under DSAP. They went
10:06AM 15 to the regular zoning regulations that we have
16 right now and they said, okay, R-1, R-2, R-3,
17 they all allow for residences with a quarter
18 of an acre lot or less, so they molded those
19 together, they put them together under that
10:07AM 20 umbrella of the Traditional neighborhood. So
21 that Traditional neighborhood now allows for
22 all the uses on R-1, R-2 and R-3.
23 When they did this request, the reason
24 they're asking for these specifics because
10:07AM 25 they were part of the original allowances

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1 under the DSAP.
2 MR. TATE: I guess what I'm getting to --
3 sorry. I guess what I'm getting to is
4 probably more technical and it may belong in a
10:07AM 5 different point, but you can't develop an R-3
6 property out there if it's not part of the
7 DSAP?
8 MR. LEMOS: You cannot develop an R-3
9 property subdivision.
10:08AM 10 MR. JONES: And you still won't, because
11 it's still protected by the sector plan
12 itself, that overlay, those requirements in
13 Comp Plan is still -- that protects.
14 MR. TATE: Someone looking at our zoning
10:08AM 15 map in the county and looking at I would
16 really like to get into this area or whatever,
17 how are we going to differentiate that overlay
18 so that they all of a sudden see this huge
19 area of the county that's somewhat undeveloped
10:08AM 20 and all of a sudden there's this R-3 and R-4?
21 MR. JONES: We're going to track it. We
22 have another whole --
23 MR. TATE: There's a system.
24 MR. JONES: There's a system in place.
10:08AM 25 MR. TATE: There is something. This is

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1 the first time this has come through so that's
2 why I'm asking.
3 MR. JONES: Those are good questions. We
4 are still fine tuning it, but we still have a
10:08AM 5 system in place that's part of the whole
6 sector plan concept. We do have those parts
7 and we've got to try to bring them all
8 together.
9 MR. WINGATE: If at some point with the
10:09AM 10 sector plan and with growth and development
11 coming to that particular area, is it going to
12 be really simplified and everybody is going to
13 have to do if they're doing something of a
14 major level, they're going to have to come
10:09AM 15 back for rezoning?
16 MR. JONES: Everybody. We have some
17 potential other development groups within the
18 sector plan. This was the first. They became
19 like the pilot project and they were the
10:09AM 20 first.
21 So we do have some other development
22 groups that will be coming back. Their
23 parcels will have to be rezoned, as well.
24 This is not meant just to be for development
10:09AM 25 of any category for rezoning. That's not the

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1 purpose of this plan, so they will have to go
2 through the same process and as we move
3 forward we will continue to fine tune.
4 This is new for us. We're going to make
10:10AM 5 sure that we try to stay in line with all of
6 the concepts of the sector plan.
7 MR. LEMOS: Let me add something,
8 Mr. Tate. I know we don't want to get really
9 technical. When they initially adopted the
10:10AM 10 DSAP, when they created all these documents,
11 there's specific amounts of acreage,
12 percentages that you're going to be allowed to
13 build. So if we say -- we have two branches,
14 the Jacks Branch and we have the Muscogee
10:10AM 15 Branch. There is a specific amount of total
16 acreage for residential within the Muscogee
17 Branch. There's a total amount of commercial
18 development allowed within the Muscogee Branch
19 and so is for the Jacks Branch DSAP.
10:10AM 20 So we're tracking this by the acre
21 actually the way this is set up for the land
22 use plan and this is the reason today that
23 they have all these different delineations for
24 the map. We can actually go in there and look
10:11AM 25 at the map and look at the underlying zoning

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1 and keep track of how many acres per
2 Traditional neighborhood we have, how many
3 were they allowed when they did the initial
4 15,000-acres of land.
10:11AM 5 They broke it down by the acre, so we are
6 keeping track of everything that is going on.
7 This is the first one. This is our initial
8 tryout.
9 MR. TATE: Thank you.
10:11AM 10 MR. BRISKE: We do have a question on the
11 floor and a motion and a second. Before we do
12 that, Horace, I would just like to get on the
13 record on the case here before we go and take
14 the motion, for all these folks that have all
10:11AM 15 these questions this is obviously a very
16 technical project. Even people who deal with
17 this all the time have to get our heads
18 wrapped around it. Where would be the best
19 place someone from the general public to go
10:11AM 20 and get what this is all about, to be able to
21 read it from beginning to end, the DSAP? Do
22 we have that posted somewhere or how can the
23 general public get it?
24 MR. JONES: Yes, sir. We're in the
10:12AM 25 process of updating our Website. We have

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1 someone, Ms. Allyson Cain -- wave your hand.
2 We have Allyson Cain. If you want information
3 on the Website she's going to be our contact
4 person. Her name is Allyson Cain, not Horace
10:12AM 5 Jones.
6 MR. LEMOS: And I think it's already on
7 the Website.
8 MR. BRISKE: So someone from the public
9 can go to the Website and if you can't find it
10:12AM 10 maybe they can call.
11 MS. CAIN: I'll help you walk through it.
12 MR. LEMOS: I'll be more than glad to
13 answer any questions. We can look at the
14 document and tell you where to find the
10:12AM 15 information.
16 MR. JONES: And again, we have all of the
17 analyses, all the reports. It would take you
18 about a day to read. I mean, all the traffic
19 impact studies, we have all of that.
10:13AM 20 MR. BRISKE: I'm just thinking for members
21 of the public who are still confused about
22 what is really going on here, you've taken the
23 time to come to the meeting here. It might be
24 in your best interest to read through this.
10:13AM 25 Maybe if you read through it in the order it

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1 was done and completed and all the studies
2 that were done, it may make some of this
3 information a little clearer as to what
4 actually is going on in the sector there.
10:13AM 5 With that, any further discussion? We do
6 have a motion and a second on the floor.
7 Hearing none, all those in favor, say aye.
8 (Board members vote.)
9 MR. BRISKE: Opposed?
10:13AM 10 (None.)
11 MR. BRISKE: The motion carries
12 unanimously.
13 (The motion carries unanimously.)
14 MR. BRISKE: Any other business for the
10:13AM 15 quasi-judicial hearing? All right. Any other
16 business for the quasi-judicial hearing.
17 Hearing none, we are adjourned in
18 quasi-judicial.
19 Let's go ahead and take about a three to
10:14AM 20 five-minute break. We'll come back at about
21 20 after 10:00. At 20 after 10:00, we'll go
22 into session on the Planning Board.
23 (The quasi-judicial proceedings concluded
24 at 10:15 a.m.)
25

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1 CERTIFICATE OF REPORTER
2
3 STATE OF FLORIDA
4 COUNTY OF ESCAMBIA
5
6 I, LINDA V. CROWE, Court Reporter and
7 Notary Public at Large in and for the State of
8 Florida, hereby certify that the foregoing Pages 2
9 through 94 both inclusive, comprise a full, true, and
10 correct transcript of the proceeding; that said
11 proceeding was taken by me stenographically, and
12 transcribed by me as it now appears; that I am not a
13 relative or employee of any attorney or counsel of the
14 parties, or relative or employee of such attorney or
15 counsel, nor am I interested in this proceeding or
16 its outcome.
17 IN WITNESS WHEREOF, I have hereunto set my
18 hand and affixed my official seal on this 20th day of
19 September 2013.
20
21 _____
LINDA V. CROWE, COURT REPORTER
22 Notary Public - State of Florida
My Commission No.: EE 860695
23 My Commission Expires: 02-05-2017
24
25

VOID

Planning Board-Rezoning **5. A.**

Meeting Date: 09/09/2013

CASE : Z-2013-17

APPLICANT: Brad McLaughlin, Agent for DDJ Land Company, Owners

ADDRESS: 900 Jacks Branch Road

PROPERTY REF. NO.: 05-1N-31-1100-000-000

FUTURE LAND USE: AG, RC

DISTRICT: 5

OVERLAY DISTRICT: OPTIONAL SECTOR PLAN-JACKS BRANCH DSAP

BCC MEETING DATE: 10/03/2013

SUBMISSION DATA:

REQUESTED REZONING:

FROM: VAG-1, Villages Agriculture District, Gross Density (five du/acre per 100 acres on one-acre parcels)

TO: R-3, One-Family and Two-Family District, (cumulative) Medium Density (ten du/acre);
R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre);
V-5, Villages Clustered Residential District, Gross Density (four du/acre, if sewered and clustered) Gross Density (one du/acre, if unsewered) and
C-1, Retail Commercial District (cumulative) (25 du/acre).

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

FLU 5.5.1 The OSP shall contain mixed-use town, village and neighborhood centers. The location of these centers shall be generally consistent with the conceptual long- term build-out overlay. The intent of these centers is to provide recreation, retail, service, and employment opportunities within close proximity to residential neighborhoods.

FLU 5.5.2 The OSP shall contain a mixture of residential neighborhoods that vary in regards to dwelling unit type and density. The location of these neighborhoods shall be generally consistent with the conceptual long-term build-out overlay.

FLU 5.6.3 Once a DSAP is adopted by the Board of County Commissioners, all applications for

development approval (i.e., lot splits, special exceptions, variances) under the existing zoning shall be evaluated for compatibility with the adopted DSAP.

FINDINGS

As requested and based on the map provided by the applicant, (Exhibit C) the following zoning categories by acreage will result:
Area#1- 74.37 acres from VAG-1 to R-4 under the Traditional Village designation
Area#2- 440.32 acres from VAG-1 to C-1 under the Town Center designation
Area#3- 152.29 acres from VAG-1 to V-5 under the Conservation Neighborhood designation
Area#4- 107.82 acres from VAG-1 to R-3 under the Suburban Garden designation
Area#5- 26.98 acres from VAG-1 to R-3 under the Traditional Garden designation

The proposed amendment to C-1 **is consistent** with intent of Comprehensive Plan Policy (CPP) FLU 5.5.1 by allowing retail, service, and employment opportunities within close proximity to residential neighborhoods. The applicant's request to C-1 for approximately 440.32 +/- acres of the parcel does provide for the allowed uses and intensities listed under the Town Center designation, as depicted on the Detailed Specific Area Plan (DSAP).

The proposed amendment to R-3 **is consistent** with the intent and purpose of CPP FLU 5.5.2, based on the adopted allowed zoning densities and intensities delineated within the Escambia County Mid-West Sector Plan, Jacks Branch DSAP. The Applicant's request to R-3 for approximately 134.80 +/- acres under the Traditional Garden neighborhood and Suburban Garden neighborhood, will provide for the allowed uses and intensities as listed under the Development Principles of the DSAP.

The proposed amendment to R-4 **is consistent** with the intent and purpose of CPP FLU 5.5.2, based on the adopted uses and intensities listed under the zoning densities and intensities delineated within the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan (DSAP). The applicant's request for approximately 74.37 +/- acres of the parcel under the Traditional Village neighborhood does provide for the allowed uses and intensities, as listed under the Development Principles of the DSAP.

The proposed amendment to V-5 **is consistent** with the intent and purpose of CPP FLU 5.5.2, based on the adopted uses and intensities listed under the zoning densities and intensities delineated within the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan (DSAP). The applicant's request for approximately 152.29 +/- acres of the parcel under the Conservation neighborhood does provide for the allowed uses and intensities, as listed under the development Principles of the DSAP.

The proposed amendment to C-1, R-3, R-4 and V-5 respectively, **will comply** with the allowed target densities identified in the Land Use Plan and Development Program, Section 2.02 of the Development Program for each Branch. The proposed amendment, by zoning district, is consistent with CPP FLU 5.6.3, as the adopted DSAP and described zoning districts are compatible to the uses identified in Figure 2.01.A Final Land Use Plan.

CRITERION (2)

Consistent with The Land Development Code.
Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

FINDINGS

The proposed rezoning request is necessary to **maintain consistency** with the underlying existing zoning districts of the surrounding properties, while abiding to the designated target densities identified by the standards contained in the adopted DSAPs.
At the time of individual development submittal, each project will be evaluated separately to ensure compliance with all of the design standards outlined in the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan (DSAP).

CRITERION (3)
Compatible with surrounding uses.
Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Using the guidelines contained within the Escambia County Mid-West Sector Plan, Jacks Branch DSAP, the existing and proposed uses will be consistent with the intent of Section 2.02 of the Development Program for each Branch.

CRITERION (4)
Changed conditions.
Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

There are **changed conditions** that would impact the amendment or property(s). The proposed amendment includes a request for multiple zoning districts of a parcel that is located within the boundaries of the adopted Escambia County Mid-West Sector Plan, Jacks Branch DSAP. The underlying zoning districts guide the development standards for individual properties, while large development proposals are regulated by the design standards of the DSAP.

CRITERION (5)
Effect on natural environment.
Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were indicated** on the subject property. The applicant has included a survey depicting a rough estimate of the existing wetlands within the boundaries of the parcel. Specific project wetland surveys will be required at the time a development request is submitted and shall be evaluated during the Site Plan Review process.

CRITERION (6)

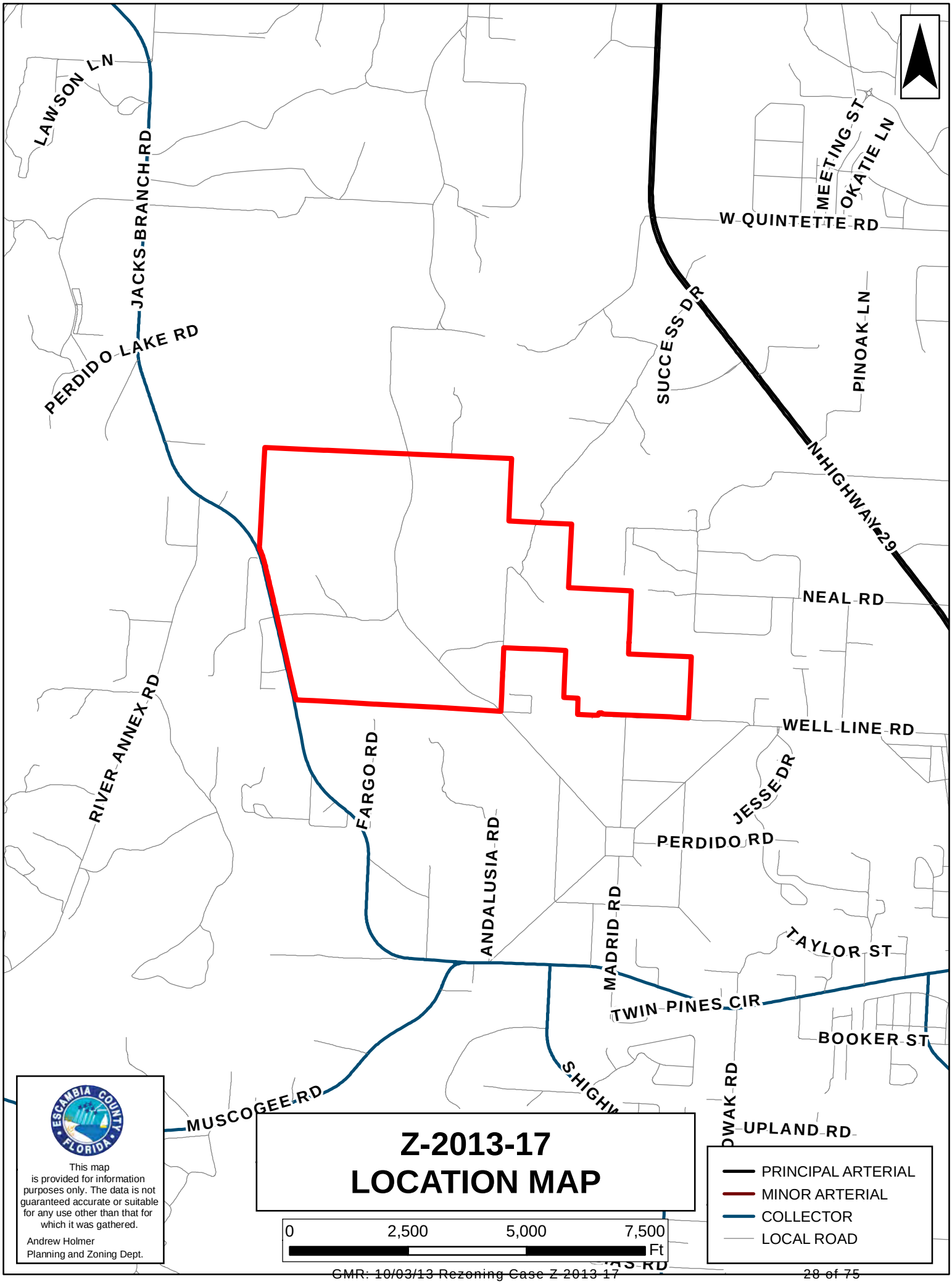
Development patterns.
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

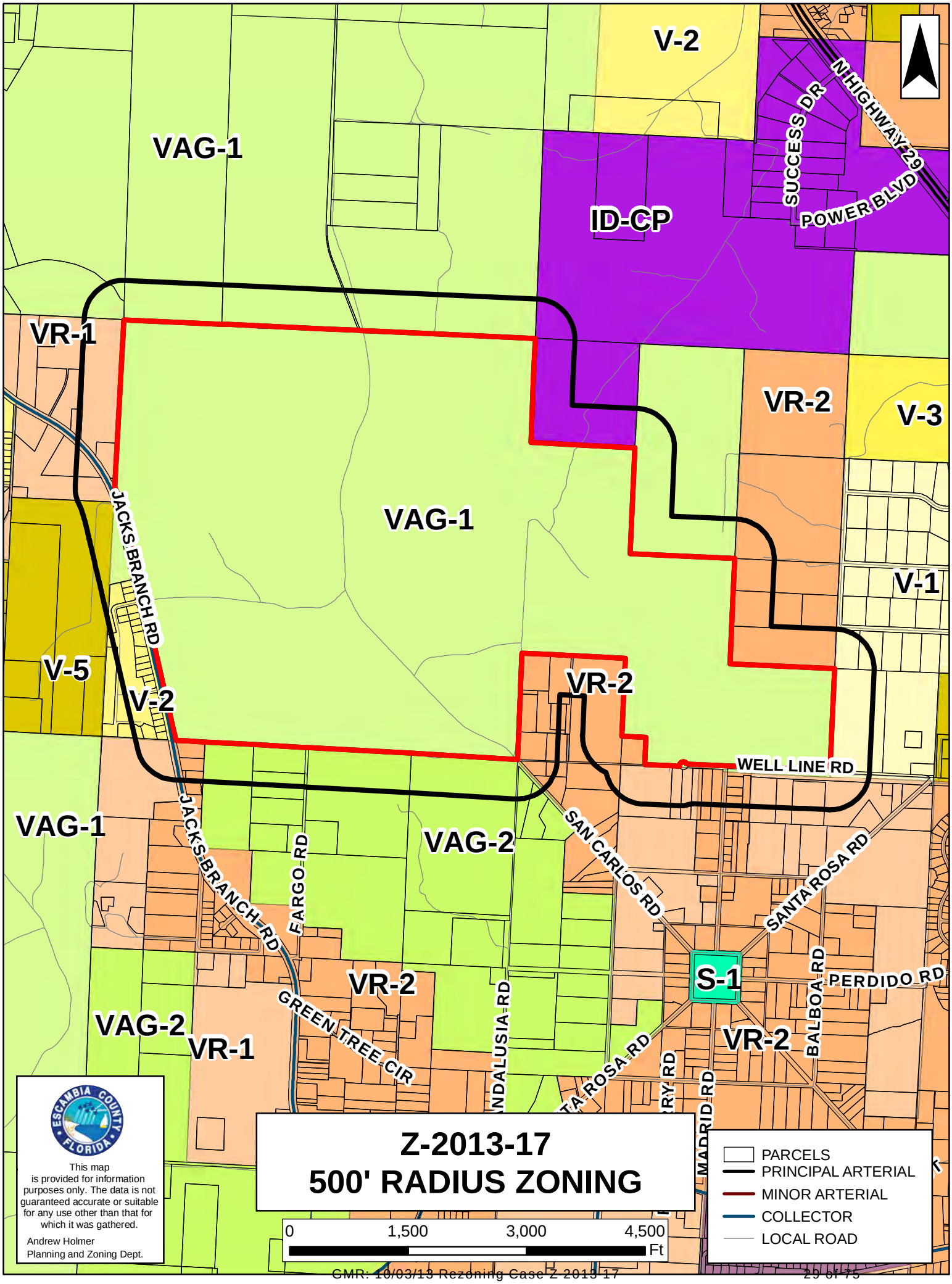
The proposed amendment **would result** in a logical and orderly development pattern. Based on Section 2.02 of the Land Use Plan and Development Program for each DSAP Branch, the proposed amendment will be compatible with the identified surrounding uses.

Attachments

Z-2013-17



Z-2013-17
LOCATION MAP


V-2
VAG-1
ID-CP
SUCCESS DR
N HIGHWAY 29
POWER BLVD
VR-1
VR-2
V-3
VAG-1
V-1
JACKS BRANCH RD
V-5
V-2
VR-2
WELL LINE RD
VAG-1
JACKS BRANCH RD
FARGO RD
VAG-2
SAN CARLOS RD
SANTA ROSA RD
S-1
PERDIDO RD
BALBOA RD
VR-2
GREEN TREE CIR
VAG-2
VR-1
VR-2
ANDALUSIA RD
SANTA ROSA RD
MADRID RD
Z-2013-17
500' RADIUS ZONING
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
1,500
3,000
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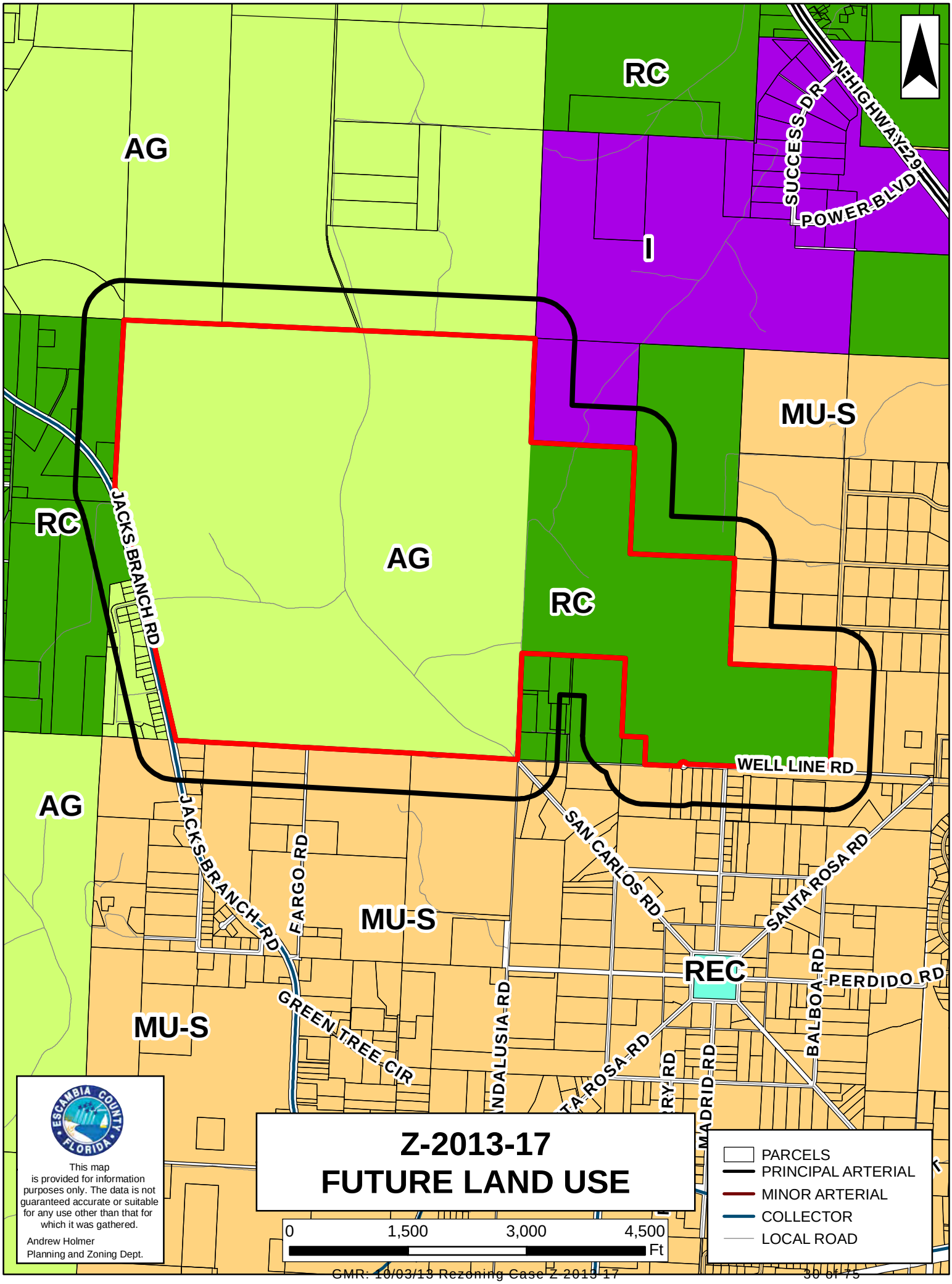
Ft
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


RC
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REC
JACKS BRANCH RD
JACKS BRANCH RD
FARGO RD
GREEN TREE CIR
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SAN CARLOS RD
SANTA ROSA RD
SANTA ROSA RD
WELL LINE RD
SUCCESS DR
POWER BLVD
N HIGHWAY 29
PERDIDO RD
BALBOA RD
MADRID RD
Z-2013-17
FUTURE LAND USE
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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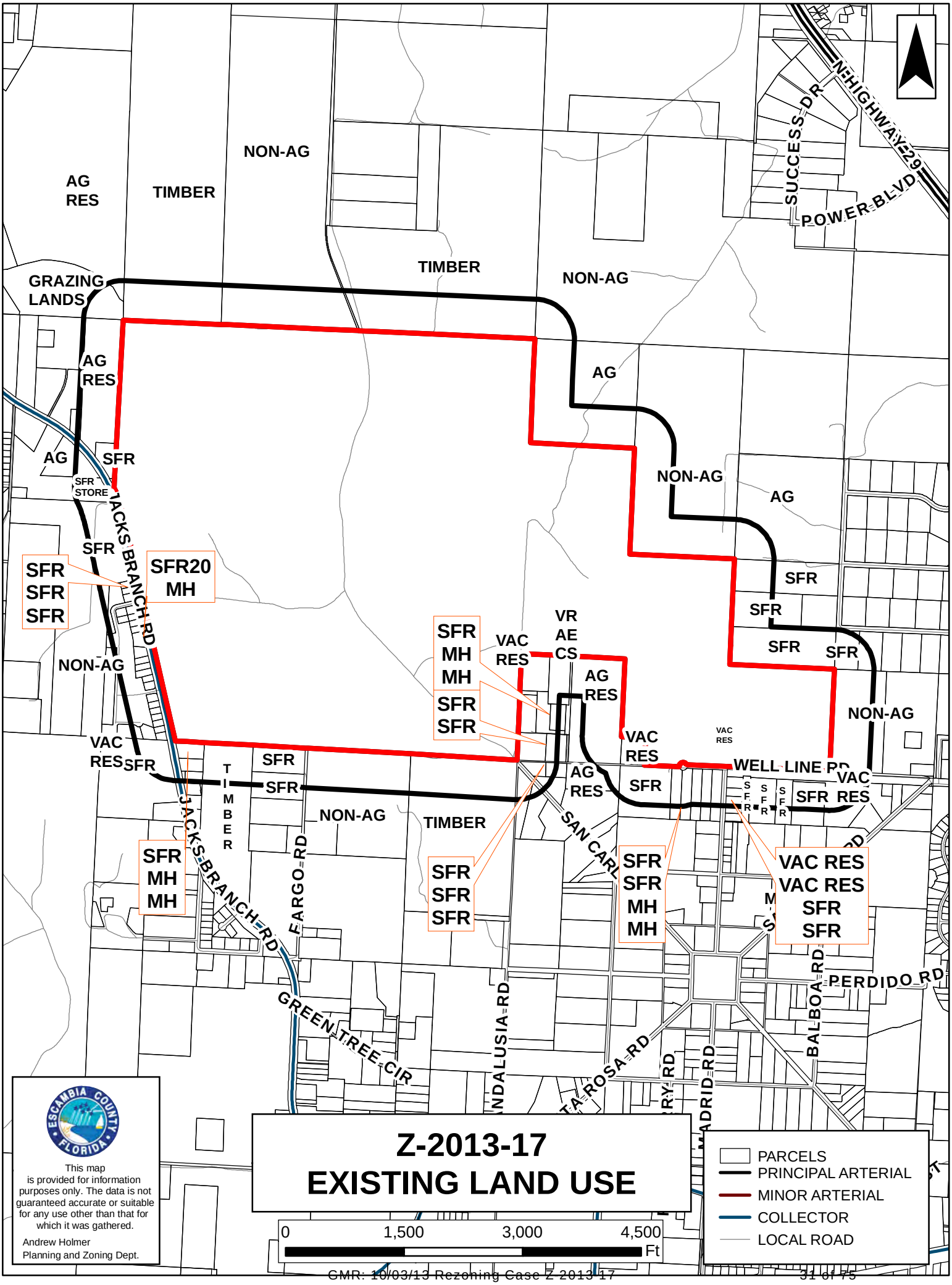
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


AG
RES
TIMBER
NON-AG
TIMBER
NON-AG
GRAZING
LANDS
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RES
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SFR
SFR
STORE
SFR
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SFR20
MH
NON-AG
VAC
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JACKS BRANCH RD
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PERDIDO RD
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POWER BLVD
N HIGHWAY 29
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2013-17
EXISTING LAND USE
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1,500
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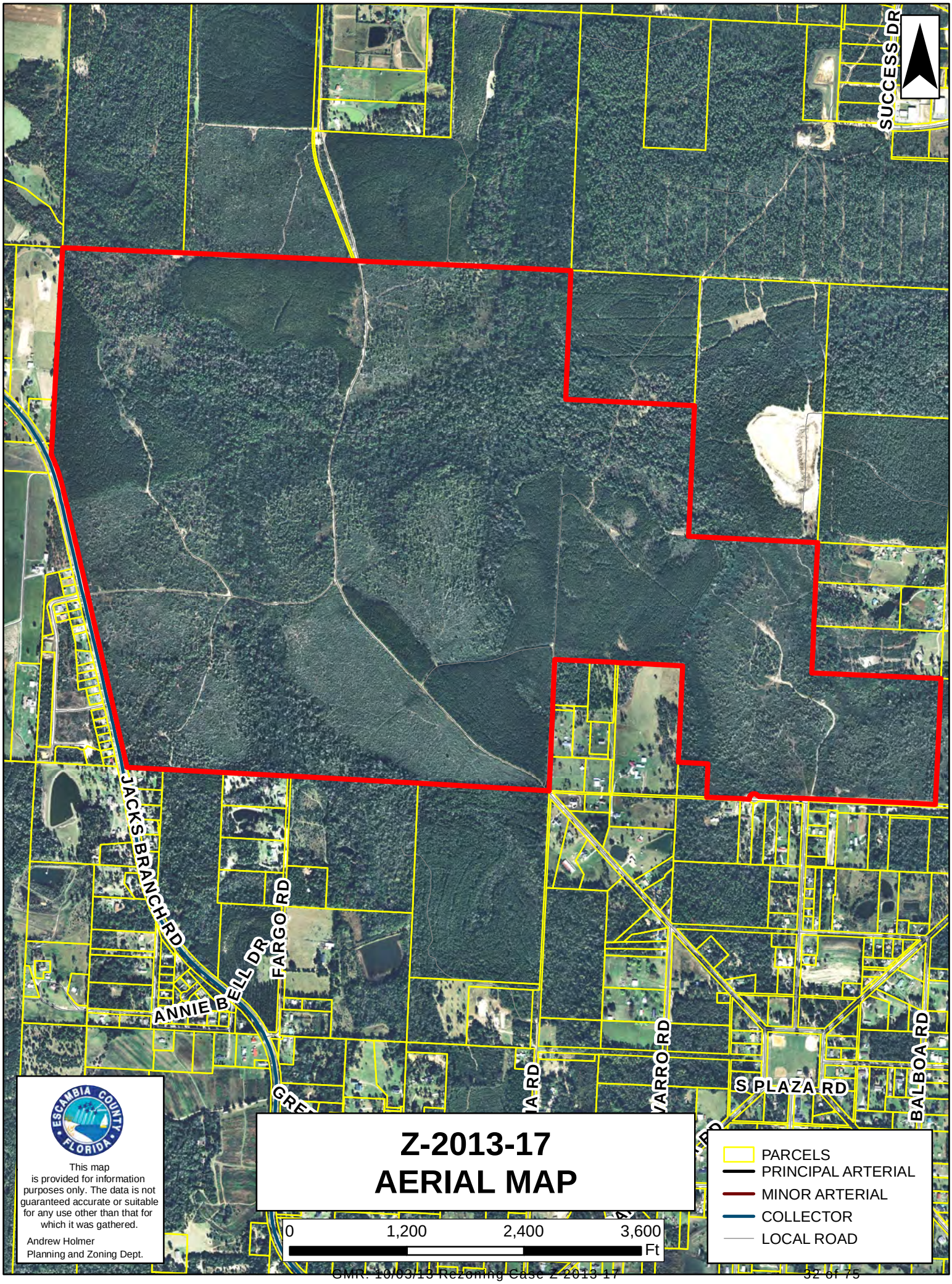
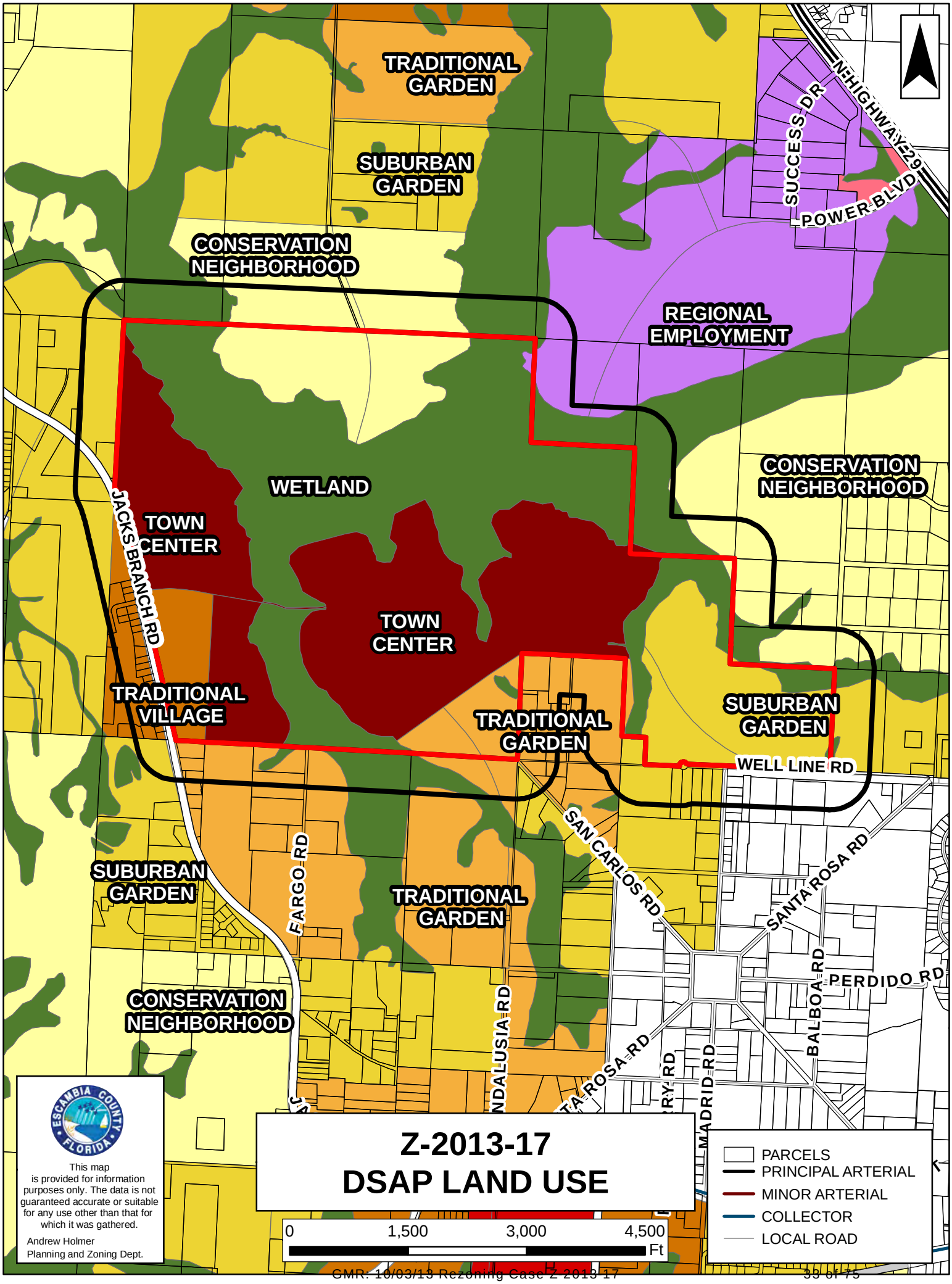
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Z-2013-17
AERIAL MAP


TRADITIONAL GARDEN
SUBURBAN GARDEN
CONSERVATION NEIGHBORHOOD
REGIONAL EMPLOYMENT
SUCCESS DR
N HIGHWAY 29
POWER BLVD
WETLAND
TOWN CENTER
TOWN CENTER
JACKS BRANCH RD
TRADITIONAL VILLAGE
TRADITIONAL GARDEN
SUBURBAN GARDEN
CONSERVATION NEIGHBORHOOD
WELL LINE RD
SAN CARLOS RD
SANTA ROSA RD
SUBURBAN GARDEN
FARGO RD
TRADITIONAL GARDEN
PERDIDO RD
BALBOA RD
CONSERVATION NEIGHBORHOOD
ANDALUSIA RD
SANTA ROSA RD
MADRID RD
Z-2013-17
DSAP LAND USE
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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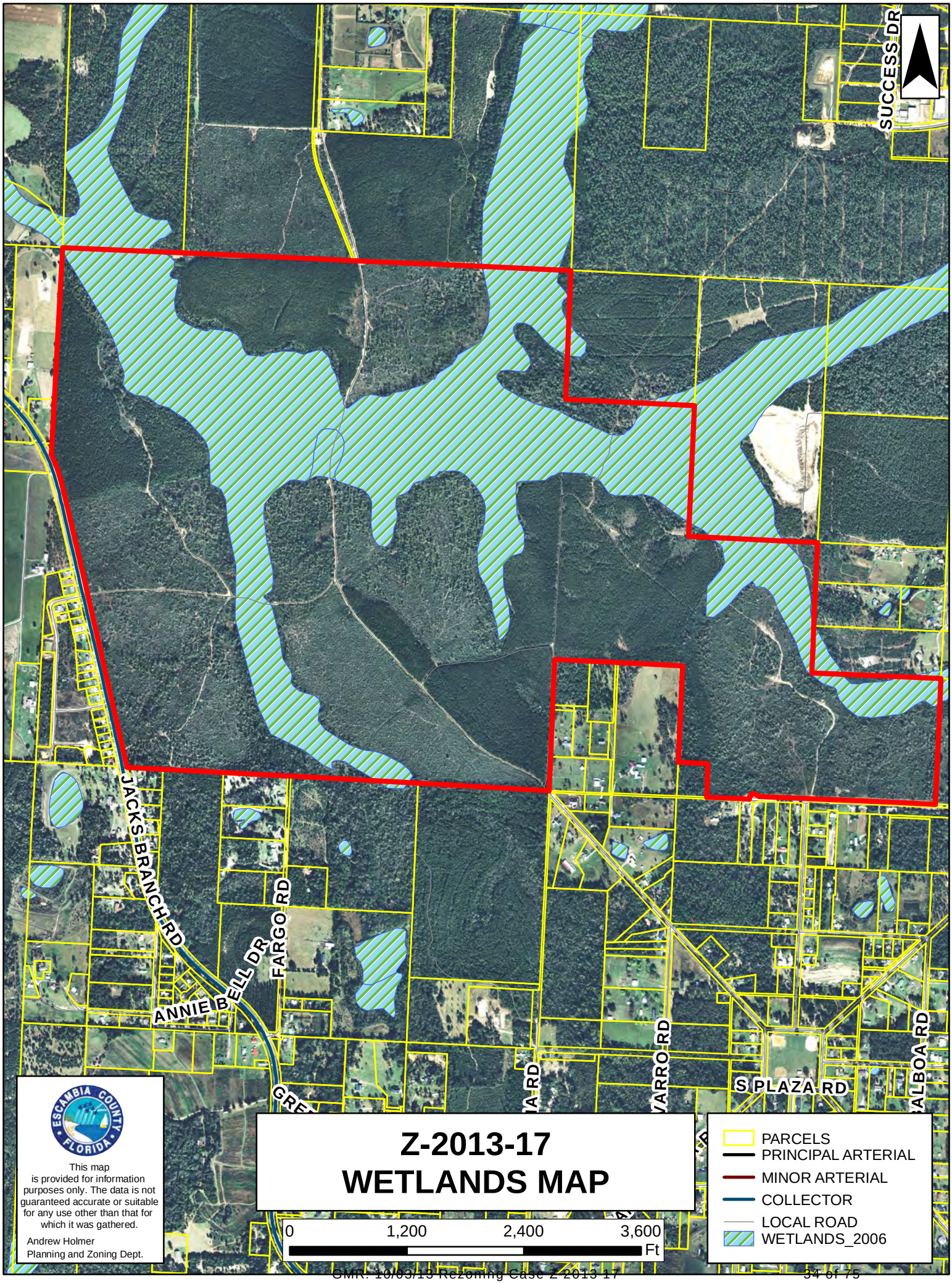
Andrew Holmer
Planning and Zoning Dept.


SUCCESS DR
JACKS BRANCH RD
ANNIE BELL DR
FARGO RD
S PLAZA RD
Z-2013-17
WETLANDS MAP
0
1,200
2,400
3,600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

Public Hearing Sign off Jacks Branch Road

Public Hearing Sign off Well Line Road

Looking East from Well Line Rd.

Looking East into the Parcel from Jacks Branch Rd.

Looking North into parcel from Well Line Rd.

Looking Northeast from Jacks Branch Rd.

Looking Northeast from Well Line Rd.

Looking Northwest from Jacks Branch Rd.

Looking Northwest from Well Line Rd.

Looking South from Jacks Branch Rd

Looking South from Well Line Rd.

Looking Southeast from Jacks Branch Rd.

Looking Southwest from Jacks Branch Rd.

Looking West from Jacks Branch Rd.

Looking West from Well Line Rd.

July 31, 2013

Escambia County, FL
Development Services Department
3363 West Park Place
Pensacola, FL 32505

Attn: Development Services Department

Re: Original Letter of Request For Rezoning
Property Reference No. 051N311100000000
900 Jacks Branch Road Blk, 32533

To Whom It May Concern,

Please let this letter serve as notice to request rezoning of the above listed subject property. As outlined below, I have carefully reviewed all criteria as outlined in the Mid-West Sector Plan DSAP. I feel with utmost certainty that this zoning request complies with all stipulations as outlined in these documents. Below is a brief listing of information to support our zoning request.

The subject property is approx. +/- 800 acres as indicated in the survey and tax records and is currently zoned VAG-1. This property is located within the town center, traditional garden, traditional village, conservation neighborhoods and suburban garden districts of the Mid West Sector Plan DSAP. As outlined in the site plan, I have outlined these areas and propose to rezone from VAG-1 to zoning as shown on the site plan. All wetland and acreage have been designated by a current engineering study / firm.

A brief description by areas per the site plan are as follows:

1. The R-4 zoning request is located with the traditional village district and is approx. 74.37 acres with 13.68 acres indicated as wetlands, leaving a net area of 60.69 acres. The traditional village neighborhoods are located adjacent to the town center. These neighborhoods will primarily be comprised of attached, single and multifamily residential dwellings. Roads will be gridded; blocks will be short and will focus primarily on connectivity. Public spaces will serve as the focal point and may include civic, community and or active or passive recreation areas. The permitted uses in this district include R-2, R-3, V-3, V-4 and R-4. The zoning request for this area is R-4.

2. The C-1 zoning request area is located within the town center district area and is approx. 444.48 acres with 168.99 acres indicated as wetlands, leaving a net area of 275.49 acres. This area will have the highest concentration of mixed use development. This area is intended to serve both the sector plan area and surrounding communities. This area will serve as the core as a traditional mixed use urban center designed to accommodate larger and small scale retail, office and residential use. The center will be designed around pedestrian and utilized plazas as well as other public spaces to create an attractive environment. The permitted uses in this district include R-5, R-6, C-1 and C-2. The zoning request for this area requested is C-1.

3. The V-5 zoning request is located within the conservation neighborhood and is approx. 156.46 acres with 91.04 acres indicated as wetlands, leaving a net area of 65.42 acres. This area is located within ½ mile from the town center. This area will be located in a "rural" area with subdivisions that are clustered single family homes focusing on efficient use of land and infrastructure, conventional large lot development and accessible open space. The permitted uses in this district include VAG-1, VR-1, R-1, V-1, V-2, V-2A, V-5 and SDD. The zoning request for this area requested is V-5.

4. The R-3 zoning request is within the suburban garden district and is approx. 107.82 acres with 22.58 acres indicated as wetlands, leaving a net area of 85.24 acres. This area will be located within ½ mile from the town center. The neighborhood will provide a range of housing types with an emphasis on single family dwellings. Small single family detached and attached dwelling units may be developed with the possibility of rear access. A curvilinear grid engineering may be utilized to create blocks. Open or public space will serve as focal point for the neighborhood. The permitted uses in this district include V-1, V-2, V-2A, V-5, SDD, R-2, R-3, V-3 and V-4. The zoning request for this area requested is R-3.

5. The R-4 zoning request is located within the traditional garden district and is approx. 26.98 acres with 1.74 acres indicated as wetlands, leaving a net area of 25.24 acres. This area will encompass the town center district. These areas will be located within ¼ to ½ mile from town, village and neighborhood centers. This will provide a transition between the proposed suburban garden and traditional village districts. Housing will include a variety of attached and detached residential units with a higher mixed of attached products. Blocks and grid systems will be utilized, in conjunction with parks, conservation or other public spaces that encourage to serve as focal points for these neighborhoods. The corresponding Escambia County zoning districts are R-2, R-3, V-3, V-4 and R-4. The zoning requests for this area is R-4

In closing, based on this supporting information provided and in accordance with Escambia County's zoning requirements, I respectively request that these zoning requests be approved. As the Developer, we are anxious to bring our proposed projects to reality which will generate economic development and provide a community for the citizens of Escambia County to enjoy for years to come.

Should you have any questions or comments, please contact the undersigned.

Sincerely,
DDJ Land Company, LLC

Brad McLaughlin
DDJ Land Company, LLC Agent

August 2, 2013

Escambia County, FL
Development Services Department
3363 West Park Place
Pensacola, FL 32505

Attn: Development Services Department

Re: Original Letter of Request For Rezoning
Property Reference No. 051N311100000000
900 Jacks Branch Road Blk, 32533

To Whom It May Concern,

As discussed upon turning in the above listed rezoning request submittal, DDJ Land Company was advised that prior to subdividing or implementation of separating each parcel, that specific wetland studies will be required for each parcel prior to or at project development. DDJ Land Company understands and will concur with these requirements. In same conversation, I advised that current wetland studies are ongoing and have been surveyed which are displayed and shown on the current submitted site plan. Final locations, drawings and supporting information will be made available by the appropriate parties once completed and approved by the governing jurisdictions.

Should you have any questions or comments, please contact the undersigned.

Sincerely,
DDJ Land Company, LLC

Brad McLaughlin
DDJ Land Company, LLC Agent

Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☐ Rezoning Request from: VAG-1 to: R4, C-1, V5, R3, I

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: DDJ LAND COMPANY, LLC Phone: 850 478-5250

Address: 2665 SOLO DOS FAMICIAF PENSACOLA FL 32534 Email: BRAD@PANHANDLEPAVING.COM

☐ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 900 JACKS BRANCH ROAD BLK 32533

Property Reference Number(s)/Legal Description: 05IN3111 00000000

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	DONALD LONG Printed Name Owner/Agent	7/8/13 Date
Signature of Owner	JERRY LONG Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 18 day of July 20 13, by Donald & Jerry Long.

Personally Known ☑ OR Produced Identification☐. Type of Identification Produced:

Signature of Notary (notary seal must be affixed)	CATHY MURPHY Printed Name of Notary	CATHY A. MURPHY MY COMMISSION # EE 148558 EXPIRES: March 1, 2016 Bonded Thru Notary Public Underwriters

FOR OFFICE USE ONLY CASE NUMBER: Z-2013-17

Meeting Date(s): PB 9/9/13 BCC 10/3/13 Accepted/Verified by: A Cam Date: 7/31/13

Fees Paid: $1155 Receipt #: _____ Permit #: PR2130700017

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2013-17

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 05IN3111 00000000

Property Address: 900 JACKS BRANCH ROAD BLK 32533

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18TH DAY OF JULY, YEAR OF 2013.

Signature of Property Owner	JERRY LONG Printed Name of Property Owner	7/18/13 Date
Signature of Property Owner	DONALD LONG Printed Name of Property Owner	7/18/13 Date

N/A

Development Services Department FOR OFFICE USE:
Escambia County, Florida

CASE #: Z-2013-17

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 900 JACKS BRANCH ROAD BLK32533,
Florida, property reference number(s) 051N311100000000
I hereby designate BRAD MCLAUGHLIN for the sole purpose of completing this application and making a presentation to the:

☒ Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

☐ Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 30TH day of JULY the year of, 2013, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: BRAD MCLAUGHLIN Email: BRAD@PANHANDLEPAVING.COM
Address: 26065 SOLO DOS FAMILIAF PENSACOLA FL 32534 Phone: (850) 478-5250

Signature of Property Owner	DONALD LONG Printed Name of Property Owner	7/30/13 Date
Signature of Property Owner	JERRY F. LONG Printed Name of Property Owner	7-30-13 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 30 day of July 20 13,
by JERRY LONG + DONALD LONG

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary _____ Printed Name of Notary _____ (Notary Seal)

PATRICIA A. RITTENBERY
Notary Public, State of Florida
My comm. exp. Dec. 17, 2013
Comm. No. DD 946174

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2013-17

APPLICATION
ATTACHMENTS CHECKLIST

✓ 1. N/A For BOA, original letter of request, typed or written in blue ink & **must** include the reason for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).

Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.

✓ 2. ✓ Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required)

✓ 3. ✓ Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)

N/A 4. ✓ Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)

✓ 5. ✓ Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.

✓ 6. Legal Description of Property Street Address / Property Reference Number

✓ 7. a. Rezoning: Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.

b. BOA: Site Plan drawn to scale.

____ 8. For Rezoning requests: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.

✓ 9. ✓ Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.

✓ 10. Application fees. (See Instructions page for amounts) Payment cannot be accepted after **3:00pm**. CHECK #1150.00

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: 7/30/13

Appointment to turn in application: By Aug. 1

Appointment to receive findings-of-fact: _____

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

Revised 3-22-11

Prepared by:
Kathleen M. Willemin, Esq.
International Paper Realty Corporation
3 Paragon Drive
Montvale, NJ 07645

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made the _____ day of June, 2005, by **INTERNATIONAL PAPER REALTY CORPORATION,** a Delaware corporation, with offices at 3 Paragon Drive, Montvale, New Jersey 07645, hereinafter called the Grantor, to **DDJ LAND COMPANY, LLC,** whose address is 7465 Old Palafox Highway, Pensacola, FL 32503, hereinafter called the Grantee.

W I T N E S S E T H :

That the Grantor, for and in consideration of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee all that certain land situate in Escambia County, Florida, containing 799.59 acres, more or less, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

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 has corporate authority to sell and convey the Property; and that, subject to those matters set forth on Exhibit B attached hereto and incorporated

herein by reference, the Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized as of the day and year first written above.

INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation

Signed, sealed and delivered in the presence of:

Johanna Curry

Name: JOHANNA CURRY

Lois Burnett

Name: LOIS BURNETT

BY: Kathleen M Willemin

Kathleen M. Willemin, Vice President

ATTEST:

By: Deborah P Stivers

Deborah S. Stivers, Assistant Secretary

STATE OF NEW JERSEY

COUNTY OF BERGEN

The foregoing deed was acknowledged before me this 24th day of June, 2005, by KATHLEEN M. WILLEMIN, the VICE PRESIDENT of INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation, on behalf of said corporation. Said individual is *[check applicable box]* ✓ personally known to me, or produced a current _____ driver's license as identification.

{notary seal}

Johanna Curry

Notary Signature

JOHANNA CURRY

Printed Notary Signature

My Commission Expires: Oct. 5, 2005

JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005

AFTER RECORDING RETURN TO:
DDJ Land Company, LLC
7465 Old Palafox Highway
Pensacola, FL 32503

S:\IPLegal-188\dstiver\SALES2005\MooreFL01E7\Deed.doc

DESCRIPTION: *(AS SURVEYED AND PREPARED BY MERRIL PARKER SHAW, INC.)*

BEGIN AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 31 WEST OF SAID COUNTY; THENCE GO NORTH 87 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 5 FOR A DISTANCE OF 4338.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD S-97 (100' RIGHT OF WAY, ALSO KNOWN AS JACK'S BRANCH ROAD); THENCE GO NORTH 11 DEGREES 59 MINUTES 18 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 30.89 FEET TO A POINT OF CURVATURE; THENCE GO NORTHWESTERLY ALONG THE CURVED EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD S-97 BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 11509.20 FEET FOR AN ARC DISTANCE OF 411.79 FEET (CENTRAL ANGLE = 02 DEGREES 03 MINUTES 00 SECONDS, CHORD BEARING = NORTH 13 DEGREES 00 MINUTES 47 SECONDS WEST, CHORD DISTANCE = 411.77 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 14 DEGREES 02 MINUTES 18 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 2477.41 FEET TO A POINT OF CURVATURE; THENCE GO NORTHWESTERLY ALONG THE CURVED EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD S-97 BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1960.08 FEET FOR AN ARC DISTANCE OF 371.58 FEET (DELTA = 10 DEGREES 51 MINUTES 42 SECONDS, CHORD BEARING = NORTH 19 DEGREES 26 MINUTES 50 SECONDS WEST, CHORD DISTANCE = 371.02 FEET) TO AN INTERSECTION WITH THE WEST LINE OF THE AFORESAID SECTION 5; THENCE GO NORTH 02 DEGREES 04 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE OF SECTION 5 FOR A DISTANCE OF 2118.82 FEET TO THE NORTHWEST CORNER OF SAID SECTION 5; THENCE GO SOUTH 88 DEGREES 11 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 5 FOR A DISTANCE OF 5242.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE AFORESAID SECTION 4; THENCE GO SOUTH 01 DEGREES 42 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 4 FOR A DISTANCE OF 1324.63 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4; 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THENCE GO SOUTH 88 DEGREES 19 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 FOR A DISTANCE OF 1318.57 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE GO SOUTH 01 DEGREES 43 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4 FOR A DISTANCE OF 1297.37 FEET TO NORTHERLY RIGHT OF WAY LINE OF WELL LINE ROAD (50' RIGHT OF WAY PER OFFICIAL RECORDS BOOK 4581 AT PAGE 386 OF THE PUBLIC RECORDS OF SAID COUNTY; DE GALVES ROAD, 20' RIGHT OF WAY AS PER THE RECORD PLAT OF PENSACOLA HIGHLANDS AS RECORDED IN DEED BOOK 102 AT PAGE 178 OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE GO NORTH 88 DEGREES 23 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 303.05 FEET TO A POINT OF CURVATURE; THENCE GO NORTHWESTERLY ALONG THE CURVED NORTHERLY RIGHT OF WAY LINE OF SAID WELL LINE ROAD BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 10025.00 FEET FOR AN ARC DISTANCE OF 83.39 FEET (CENTRAL ANGLE = 00 DEGREES 28 MINUTES 36 SECONDS, CHORD BEARING = NORTH 88 DEGREES 37 MINUTES 39 SECONDS WEST, CHORD DISTANCE = 83.39 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 88 DEGREES 51 MINUTES 56 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1478.64 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID WELL LINE ROAD; THENCE GO SOUTH 01 DEGREES 08 MINUTES 04 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 13.13 FEET TO THE AFORESAID SOUTH LINE OF SECTION 4; THENCE GO NORTH 88 DEGREES 18 MINUTES 57 SECONDS WEST ALONG SAID SOUTH LINE OF SECTION 4 FOR A DISTANCE OF 464.41 FEET; THENCE DEPARTING SAID SOUTH LINE OF SECTION 4, GO NORTH 01 DEGREES 38 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 305.00 FEET; THENCE GO NORTH 88 DEGREES 18 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 305.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE AFORESAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE GO NORTH 01 DEGREES 38 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4 FOR A DISTANCE OF 1019.92 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 4; THENCE GO NORTH 88 DEGREES 19 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 FOR A DISTANCE OF 1314.36 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, SAID POINT ALSO LYING ON SAID WEST LINE OF SECTION 4; THENCE GO SOUTH 01 DEGREES 42 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE OF SECTION 4 FOR A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTIONS 4 AND 5, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 799.59 ACRES.

EXHIBIT B

Permitted Exceptions

1. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property.

2. Real estate taxes, water rates and other governmental charges, if any.

3. Restrictions on Grantee's ability to build upon or use the Property imposed by any current or future development standards, building or zoning ordinances or any other law or regulation of any governmental authority.

4. Rights of parties in possession and any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any.

5. All outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record or acquired through prescription or adverse possession.

6. All roll back taxes, if any, for any year and the current year's taxes, assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority, which taxes, assessments and other charges are not yet due and payable but are liens on the Property.

7. All previous reservations, exceptions and conveyances of the oil, gas, associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights and interests.

8. All claims of governmental authorities in and to any portion of the Property lying in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters or any claims of riparian rights.

9. Any and all restrictions on use of the Property due to environmental protection laws, including, without limitation, wetlands protection laws, rules, regulations and orders.

10. Such other matters as set forth in owner's policy of title insurance, if any, issued pursuant to the title commitment with respect to Grantee's purchase of the Property from Grantor.

11. Mechanics', materialmen's warehousemen's and similar liens attaching by operation of law, incurred in the ordinary course of business and securing payments not yet delinquent or payments that are being contested in good faith.

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12. Mineral and Royalty Deed with an effective date of October 1, 2000, from International Paper Company, et al., to Pure Resources, L.P., filed of record in Official Records Book 4681, Pages 0530-0628 of the Public Records of Escambia County, Florida.

13. Terms, conditions and stipulations contained in Surface Use Restrictions Agreement effective October 1, 2000, between International Paper Company, et al., and Pure Resources, L.P., filed of record in Official Records Book 4960, Pages 0524–0632 of the Public Records of Escambia County, Florida.

14. All matters pertaining to the Property as shown on boundary survey dated January 8, 2004, prepared by Merrill Parker Shaw, Inc., E. Wayne Parker, P.L.S. No. 3683.

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

DDJ LAND COMPANY, L.L.C.

Filing Information

Document Number	L05000047444
FEI/EIN Number	202893179
Date Filed	05/12/2005
State	FL
Status	ACTIVE
Effective Date	05/12/2005

Principal Address

2665 SOLO DOS FAMILIAF
PENSACOLA, FL 32534

Changed: 04/13/2011

Mailing Address

P.O. BOX 3717
PENSACOLA, FL 32516

Changed: 04/13/2011

Registered Agent Name & Address

LONG, JERRY F
2665 SOLO DOS FAMILIAF
PENSACOLA, FL 32534

Name Changed: 04/18/2012

Address Changed: 04/18/2012

Manager/Member Detail

Name & Address

Title MGRM

LONG, JERRY F
7920 CHELLIE ROAD
PENSACOLA, FL 32526

Title MGRM

LONG, DONALD
7910 CHELLIE ROAD
PENSACOLA, FL 32526

Annual Reports

Report Year	Filed Date
2011	04/13/2011
2012	04/18/2012
2013	04/19/2013

Document Images

04/19/2013 -- ANNUAL REPORT	View image in PDF format
04/18/2012 -- ANNUAL REPORT	View image in PDF format
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04/03/2006 -- ANNUAL REPORT	View image in PDF format
05/12/2005 -- Florida Limited Liability	View image in PDF format

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State of Florida, Department of State

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	051N311100000000
Account:	112558000
Owners:	DDJ LAND COMPANY LLC
Mail:	7465 OLD PALAFOX HWY PENSACOLA, FL 32503
Situs:	900 JACKS BRANCH RD BLK 32533
Use Code:	TIMBERLAND, MISC. - PINES
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2012 Certified Roll Assessment

Improvements:	$0
Land:	$58,201
Total:	$58,201
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2005	5678	1289	$2,798,600	WD	View Instr
06/2001	4729	1865	$1,885,200	WD	View Instr
05/1985	2066	460	$100	OT	View Instr
05/1984	1917	467	$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2012 Certified Roll Exemptions
None

Legal Description
BEG AT SE COR OF SEC 5 N 87 DEG 53 MIN 26 SEC W 4338 01/ 100 FT TO ELY R/W LI OF ST RD S 97 (100 FT R/W AKA JACKS...

Extra Features
None

Parcel Information

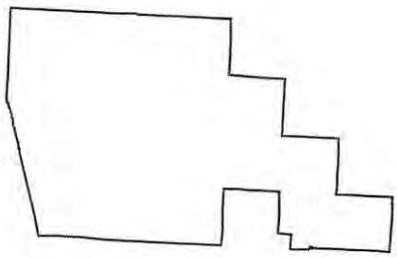
Launch Interactive Map

Section Map Id:
05-1N-31

Approx. Acreage:
801.1100

Zoned:
VAG-1

Evacuation & Flood Information
Open Report



Buildings

Images

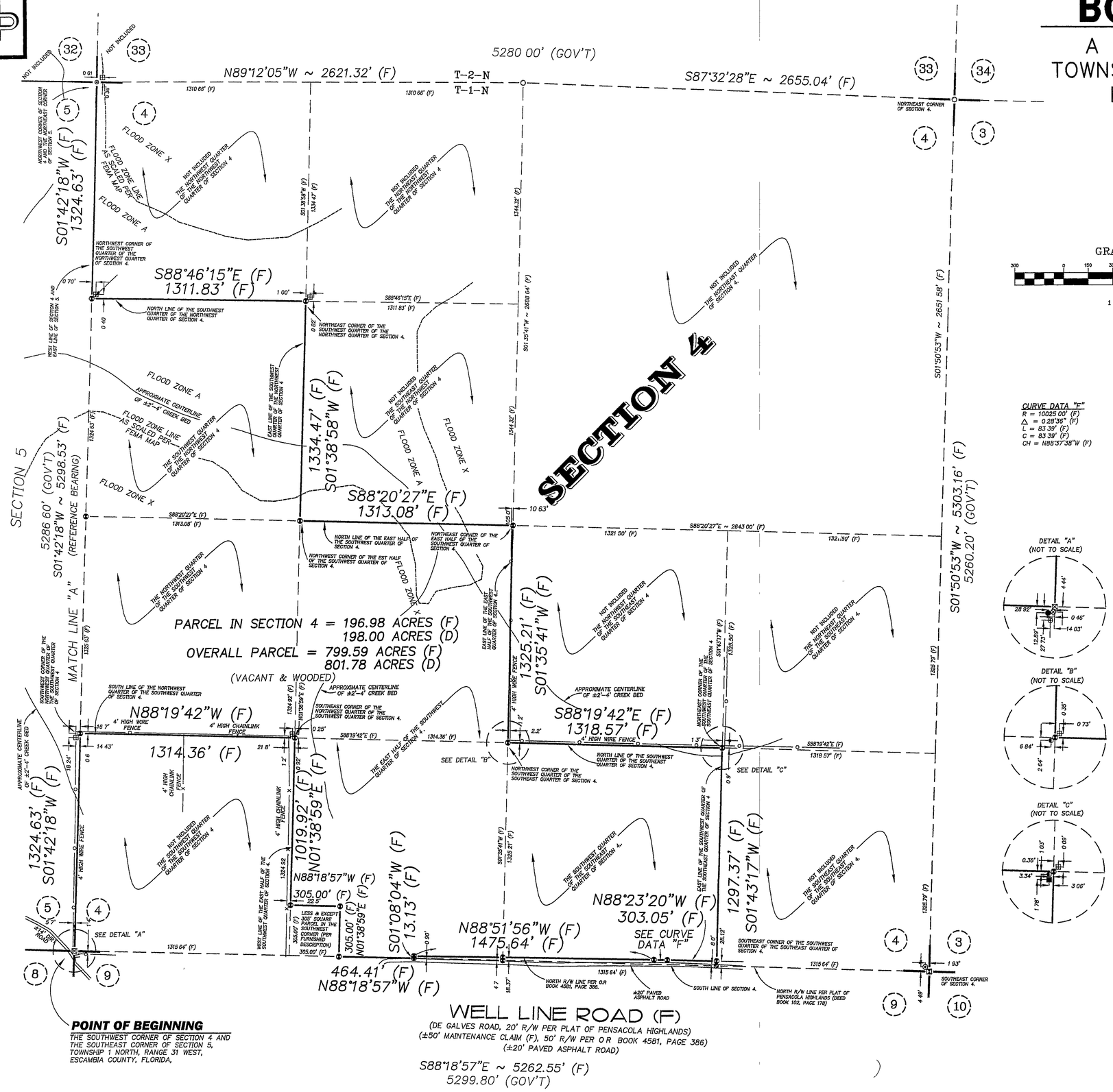
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

BOUNDARY SURVEY

A PORTION OF SECTIONS 4 & 5, TOWNSHIP–1–NORTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.

(TRACT # FL01 E–7)



GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft

CURVE DATA "F"
R = 10025.00' (F)
Δ = 0.28'36" (F)
L = 83.39' (F)
C = 83.39' (F)
CH = N88°37'38"W (F)

SURVEYOR'S NOTES:

1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 01 DEGREES 42 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SECTION 4

2) SOURCE OF INFORMATION THE DESCRIPTION AS FURNISHED BY THE CLIENT, GOVERNMENT LAND OFFICE FIELD NOTES, SECTIONAL BREAKDOWN OF SECTION 4 & 5, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THE STATE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO S–97, DATED 1961, SECTION NO 4859–152, AND EXISTING FIELD MONUMENTATION

3) SECTIONS 4 & 5 , TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, WERE SUBDIVIDED (BROKEN–DOWN) IN ACCORDANCE WITH THE MANUAL OF SURVEYING INSTRUCTIONS OF 1973

4) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHTS–OF–WAY, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY

5) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED

6) THE DIMENSIONS OF THE BUILDINGS AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS

7) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP

8) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS

9) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST

10) THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X, (AREAS OUTSIDE 500–YEAR FLOOD PLAIN), AND FLOOD ZONE A, (NO BASE FLOOD ELEVATIONS DETERMINED), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, (UNINCORPORATED AREAS), FIRM INDEX DATE FEBRUARY 23, 2000, COMMUNITY PANEL NUMBER· 120080 0220 F, 120080 0240, AND 120080 0280, MAP NUMBER 12033C0220 F, 12033C0240 F, AND 12033C0280 F, MAP REVISED FEBRUARY 23, 2000

LEGEND:

○ ~ 4" ROUND CONCRETE MONUMENT, UNNUMBERED (FOUND)
● ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
⊙ ~ 5/8" PLAIN IRON ROD IN CONCRETE, UNNUMBERED (FOUND)
⊕ ~ 2" METAL DISK WITH NAIL, UNNUMBERED (FOUND)
⊕ ~ 3" DIAMETER OLD CEDAR STAKE (FOUND)
⊗ ~ 1/2" CAPPED IRON ROD, NUMBER 5863 (FOUND)
◐ ~ 1/2" CAPPED IRON ROD, NUMBER 3286 (FOUND)
⊞ ~ 4" x 4" ST REGIS CONCRETE MONUMENT, UNNUMBERED (FOUND)
■ ~ 4" x 4" CONCRETE MONUMENT , UNNUMBERED "PITTMAN" (FOUND)
⊠ ~ 2" x 2" LIGHTWOOD STAKE , (FOUND)
⊠ ~ 6" x 6" CONCRETE MONUMENT , UNNUMBERED (FOUND)
◐ ~ 1/2" CAPPED IRON ROD, CORP NUMBER 7174 (SET)
◐ ~ 2" METAL DISK WITH NAIL, CORP NUMBER 7174 (SET)
R/W ~ RIGHT OF WAY
P C ~ POINT OF CURVATURE
P T ~ POINT OF TANGENCY
(GOV'T) ~ GOVERNMENT LAND OFFICE INFORMATION
(F) ~ FIELD MEASUREMENT/INFORMATION
(F D O T) ~ FLORIDA DEPARTMENT OF TRANSPORTATION
A K A ~ ALSO KNOWN AS
R ~ RADIUS
Δ ~ DELTA ANGLE/CENTRAL ANGLE
L ~ LENGTH OF ARC
CH ~ CHORD DISTANCE
CB ~ CHORD BEARING

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NO.	DATE	APPR.	REVISIONS:

E. WAYNE PARKER, P.L.S. NO. 3683, CORPORATE NO. 7174, STATE OF FLORIDA

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
4628 N. DAVIS HWY.
PENSACOLA, FL. 32503
PH. (850) 479-4928
FAX: (850) 478-4824
FLORIDA CORPORATION NUMBER 7174

SCALE	DRAWN	CHECKED	DATE
1" = 300'	RLA	EWP	01/08/04

FIELD BOOK: 39, PAGES42, 47,48,52–55

FIELD DATE 12/11/03

BOUNDARY SURVEY
A PORTION OF SECTIONS 4 & 5, TOWNSHIP–1–NORTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.

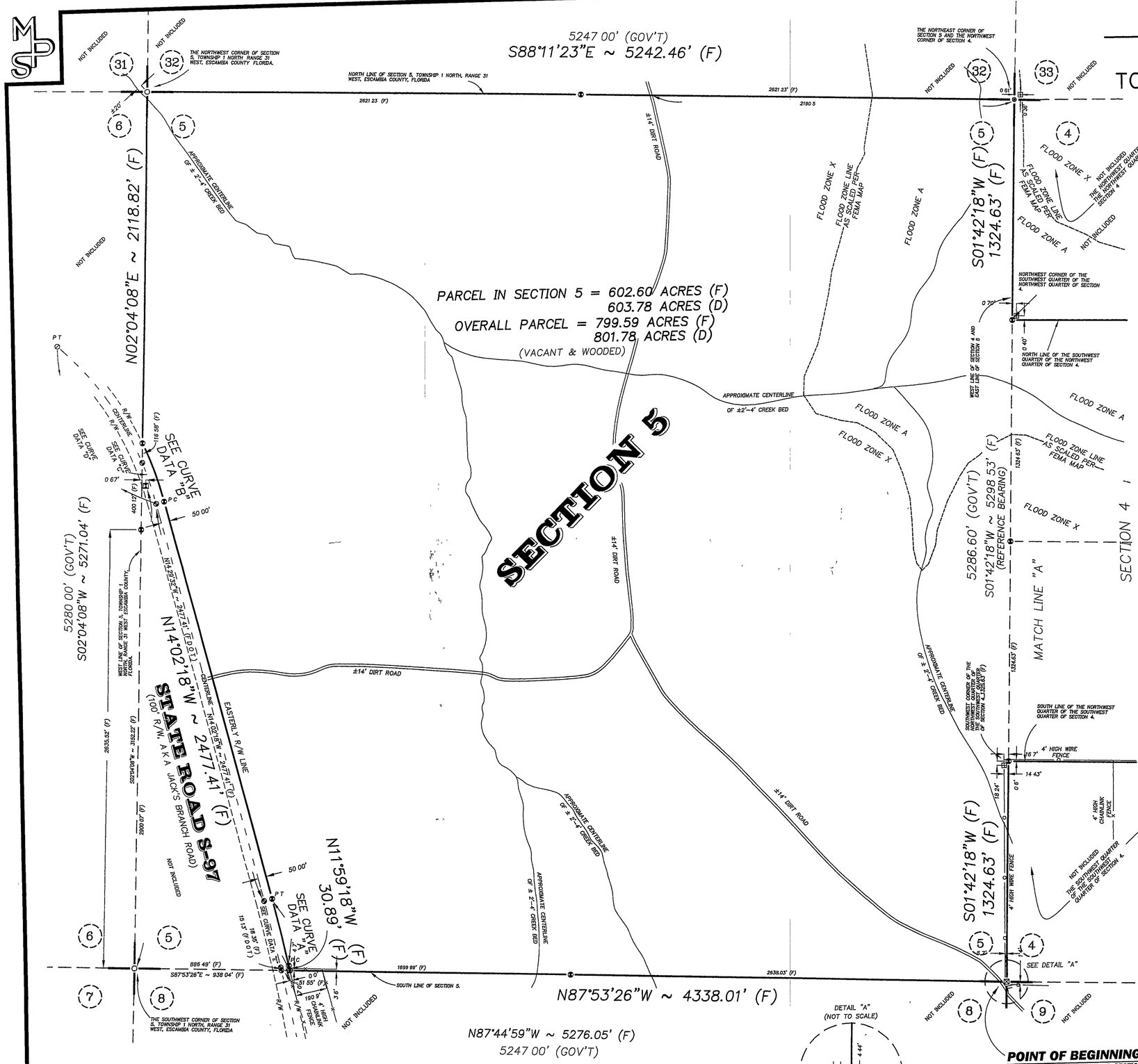
REQUESTED BY: MR. NAND GUPTA
PREPARED FOR: INTERNATIONAL PAPER REALTY CORPORATION

JOB NO 03–1008–1 | SHEET 2 OF 2

BOUNDARY SURVEY

A PORTION OF SECTIONS 4 & 5, TOWNSHIP–1–NORTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.

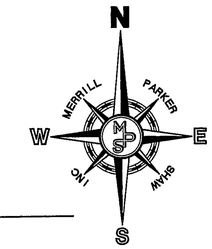
(TRACT # FL01 E–7)



GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft



DESCRIPTION: *(AS FURNISHED)*

PARCEL 7

Escambia County, Florida

Township 1 North, Range 31 West,

Section 4

The Southwest 1/4 of the Southeast 1/4, the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4, the East 1/2 of the Southwest 1/4 except a 305 foot square in the southwest corner — 198.00 acres, more or less

Section 5
All of section lying East of State Road 97 — 603.78 acres, more or less

DESCRIPTION: *(AS SURVEYED AND PREPARED BY MERRIL PARKER SHAW, INC.)*

BEGIN AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 31 WEST OF SAID COUNTY, THENCE GO NORTH 87 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 5 FOR A DISTANCE OF 4338.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD S–97 (100' RIGHT OF WAY, ALSO KNOWN AS JACK'S BRANCH ROAD), THENCE GO NORTH 11 DEGREES 59 MINUTES 18 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 30.89 FEET TO A POINT OF CURVATURE, THENCE GO NORTHWESTERLY ALONG THE CURVED EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD S–97 BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 11509.20 FEET FOR AN ARC DISTANCE OF 411.79 FEET (CENTRAL ANGLE = 02 DEGREES 03 MINUTES 00 SECONDS, CHORD BEARING = NORTH 13 DEGREES 00 MINUTES 47 SECONDS WEST, CHORD DISTANCE = 411.77 FEET) TO THE POINT OF TANGENCY, THENCE GO NORTH 14 DEGREES 02 MINUTES 18 SECONDS WEST 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1324.63 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, THENCE GO SOUTH 88 DEGREES 46 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4 FOR A DISTANCE OF 1311.83 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, THENCE GO SOUTH 01 DEGREES 38 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4 FOR A DISTANCE OF 1334.47 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, THENCE GO SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4 FOR A DISTANCE OF 1313.08 FEET TO THE NORTHEAST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, THENCE GO SOUTH 01 DEGREES 35 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4 FOR A DISTANCE OF 1325.21 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 4, THENCE GO SOUTH 88 DEGREES 19 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 FOR A DISTANCE OF 1318.57 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, THENCE GO SOUTH 01 DEGREES 43 MINUTES 17 SECONDS WEST ALONG THE EAST LINE SOUTHEAST QUARTER OF SECTION 4, THENCE GO SOUTH 01 DEGREES 43 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4 FOR A DISTANCE OF 1297.37 FEET TO NORTHERLY RIGHT OF WAY LINE OF WELL LINE ROAD (50' RIGHT OF WAY PER OFFICIAL RECORDS BOOK 4581 AT PAGE 386 OF THE PUBLIC RECORDS OF SAID COUNTY, DE GALVES ROAD, 20' RIGHT OF WAY AS PER THE RECORD PLAT OF PENSACOLA HIGHLANDS AS RECORDED IN DEED BOOK 102 AT PAGE 178 OF THE PUBLIC RECORDS OF SAID COUNTY), THENCE GO NORTH 88 DEGREES 23 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 303.05 FEET TO A POINT OF CURVATURE, THENCE GO NORTHWESTERLY ALONG THE CURVED NORTHERLY RIGHT OF WAY LINE OF SAID WELL LINE ROAD BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 10025.00 FEET FOR AN ARC DISTANCE OF 83.39 FEET (CENTRAL ANGLE = 00 DEGREES 28 MINUTES 36 SECONDS, CHORD BEARING = NORTH 88 DEGREES 37 MINUTES 38 SECONDS WEST, CHORD DISTANCE = 83.39 FEET) TO THE POINT OF TANGENCY, THENCE GO NORTH 88 DEGREES 51 MINUTES 56 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1475.64 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID WELL LINE ROAD, THENCE GO SOUTH 01 DEGREES 08 MINUTES 04 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 13.13 FEET TO THE AFORESAID SOUTH LINE OF SECTION 4, THENCE GO NORTH 88 DEGREES 18 MINUTES 57 SECONDS WEST ALONG SAID SOUTH LINE OF SECTION 4 FOR A DISTANCE OF 464.41 FEET, THENCE DEPARTING SAID SOUTH LINE OF SECTION 4, GO NORTH 01 DEGREES 38 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 305.00 FEET, THENCE GO NORTH 88 DEGREES 18 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 305.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE AFORESAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, THENCE GO NORTH 01 DEGREES 38 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4 FOR A DISTANCE OF 1019.92 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 4, THENCE GO NORTH 88 DEGREES 19 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 FOR A DISTANCE OF 1314.38 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, SAID POINT ALSO LYING ON SAID WEST LINE OF SECTION 4, THENCE GO SOUTH 01 DEGREES 42 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE OF SECTION 4 FOR A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTIONS 4 AND 5, TOWNSHIP 1 NORTH RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 799.59 ACRES.

LEGEND:

- ○ ~ 4" ROUND CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ● ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ⊙ ~ 5/8" PLAIN IRON ROD IN CONCRETE, UNNUMBERED (FOUND)
- ⊕ ~ 2" METAL DISK WITH NAIL, UNNUMBERED (FOUND)
- ⊗ ~ 3" DIAMETER OLD CEDAR STAKE (FOUND)
- ⊘ ~ 1/2" CAPPED IRON ROD, NUMBER 5953 (FOUND)
- ◐ ~ 1/2" CAPPED IRON ROD, NUMBER 3286 (FOUND)
- ⊞ ~ 4" x 4" ST REGIS CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ■ ~ 4" x 4" CONCRETE MONUMENT , UNNUMBERED "PITTMAN" (FOUND)
- ⊠ ~ 2" x 2" LIGHTWOOD STAKE , (FOUND)
- ◘ ~ 6" x 6" CONCRETE MONUMENT , UNNUMBERED (FOUND)
- ⊕ ~ 1/2" CAPPED IRON ROD, CORP NUMBER 7174 (SET)
- ◎ ~ 2" METAL DISK WITH NAIL, CORP NUMBER 7174 (SET)

R/W ~ RIGHT OF WAY
P C ~ POINT OF CURVATURE
P T ~ POINT OF TANGENCY
(GOV'T) ~ GOVERNMENT LAND OFFICE INFORMATION
(F) ~ FIELD MEASUREMENT/INFORMATION
(F D O T) ~ FLORIDA DEPARTMENT OF TRANSPORTATION
A K A ~ ALSO KNOWN AS
R ~ RADIUS
Δ ~ DELTA ANGLE/CENTRAL ANGLE
L ~ LENGTH OF ARC
CH ~ CHORD DISTANCE
CB ~ CHORD BEARING

CERTIFIED TO:

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 61G17–6, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 1/8/04

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

POINT OF BEGINNING

THE SOUTHWEST CORNER OF SECTION 4 AND THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

CURVE DATA "A"
R = 11509.20' (F D O T & F)
Δ = 2°03'00" (F D O T & F)
L = 411.79' (F D O T & F)
C = 411.77' (F D O T & F)
CH = N13°00'47"W (F)

CURVE DATA "B"
R = 1960.08' (F D O T & F)
Δ = 10°51'42" (F)
L = 371.58' (F)
C = 371.02' (F)
CH = N19°26'50"W (F)

CURVE DATA "C"
R = 1910.08' (F D O T & F)
Δ = 7°44'37" (F)
L = 258.15' (F)
C = 257.95 (F)
CH = N17°53'15"W (F)

CURVE DATA "D"
R = 1910.08' (F D O T & F)
Δ = 47°55'48" (F) 47°53'00" (F D O T)
L = 1597.85' (F) 1597.41' (F D O T)
C = 1551.67' (F) 1551.26' (F D O T)
CH = N38°29'23"W (F)
N38°27'02"W (F D O T)

CURVE DATA "E"
R = 11409.20' (F.D O T & F)
Δ = 2°03'00" (F D O T & F)
L = 411.79' (F D O T & F)
C = 411.77' (F D O T & F)
CH = N13°00'47"W (F)

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REVISIONS:

NO.	DATE	APPR.

E. WAYNE PARKER, PLS NO 3683, CORPORATE NO 7174, STATE OF FLORIDA

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
4928 N. DAVIS HWY
PENSACOLA, FL. 32503
PH. (850) 478-4923
FAX (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

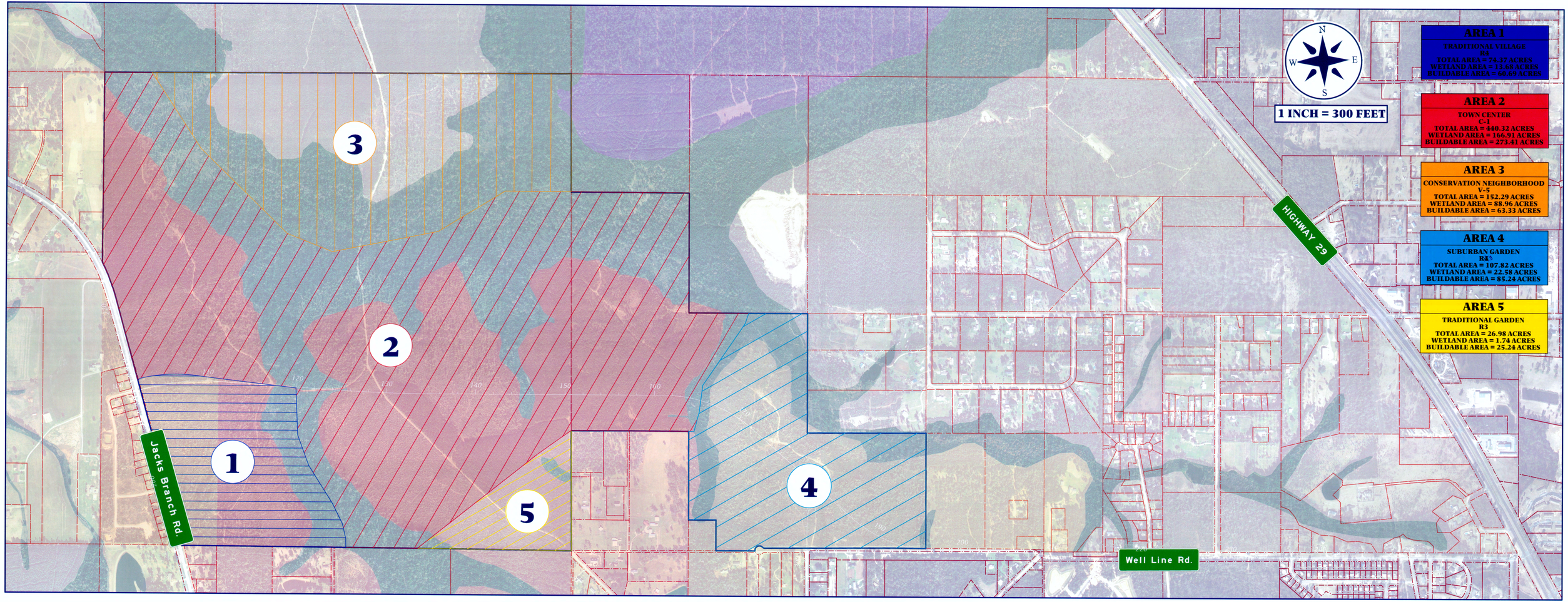
SCALE: 1" = 300'	DRAWN: RLA	CHECKED: EWP	DATE: 01/06/04
FIELD BOOK: 39, PAGE 42,47,48,52–55			FIELD DATE 12/11/03

BOUNDARY SURVEY
A PORTION OF SECTIONS 4 & 5, TOWNSHIP–1–NORTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: MR. NAND GUPTA
PREPARED FOR: INTERNATIONAL PAPER REALTY CORPORATION

JOB NO 03–1008 I–1

SHEET 1 OF 2


N
W
E
S
1 INCH = 300 FEET
AREA 1
TRADITIONAL VILLAGE
R4
TOTAL AREA = 74.37 ACRES
WETLAND AREA = 13.68 ACRES
BUILDABLE AREA = 60.69 ACRES
AREA 2
TOWN CENTER
C-1
TOTAL AREA = 440.32 ACRES
WETLAND AREA = 166.91 ACRES
BUILDABLE AREA = 273.41 ACRES
AREA 3
CONSERVATION NEIGHBORHOOD
V-5
TOTAL AREA = 152.29 ACRES
WETLAND AREA = 88.96 ACRES
BUILDABLE AREA = 63.33 ACRES
AREA 4
SUBURBAN GARDEN
R3
TOTAL AREA = 107.82 ACRES
WETLAND AREA = 22.58 ACRES
BUILDABLE AREA = 85.24 ACRES
AREA 5
TRADITIONAL GARDEN
R3
TOTAL AREA = 26.98 ACRES
WETLAND AREA = 1.74 ACRES
BUILDABLE AREA = 25.24 ACRES
HIGHWAY 29
Jacks Branch Rd.
Well Line Rd.
1
2
3
4
5

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

Agent

*Name: BRAD MCLAUGHLIN

*Address: 115 N SPRING ST *City, State, Zip: PENSACOLA, FL 32502

Email Address: BRAD@PANHANDLEPLANNING.COM Phone: (850) 356-1604

Please indicate if you:

- [x] would like to be notified of any further action related to the public hearing item.
- [ ] do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2011

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Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor ✓ Against

*Name: CHARLES THOMAS

*Address: 960 RIDGE WAY *City, State, Zip: CANTONMENT, FL. 32533

Email Address: CTHOMAS22@BELLSOUTH.NET Phone: 968-2567

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-17
_____ In Favor ✓ Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description:
Rezoning 800-acre Jacks Branch Rd.

*Name: Mike Camp

*Address: 6700 Pugh Chapel Rd. *City, State, Zip: Molino, Fla. 32577

Email Address: _____ Phone: 850-380-8761

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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01/2011

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Escambia County Planning Board

Public Hearing
Speaker Request Form

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Rezoning Quasi-judicial Hearing
Rezoning Case #: Z201317

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: Ed Shehee

*Address: 1618 Jacks Branch *City, State, Zip: Cantonment Fl 32504

Email Address: DREDZ@Shehee.Com Phone: 572-6595

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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01/2011

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Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Joyce Callahan

*Address: 1620 Jacks' Branch Rd *City, State, Zip: Cantonment FL 32533

Email Address: smellybean@aol.com Phone: 969-1777

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-17
✓ In Favor _____ Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

*Name: William Joseph

*Address: 2791 Glen Eden Drive *City, State, Zip: Pensacola, FL 32514

Email Address: william@panhandlepaving Phone: (850) 698-0045

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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01/2011

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9/9/13

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: JACKIE FOY

*Address: 1986 WELL LINE RD *City, State, Zip: CANTONMENT FL 32533

Email Address: _____ Phone: 937-2728

Please indicate if you:

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6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

01/2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board

Public Hearing
Speaker Request Form

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Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-17

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Jones C. F.

*Address: 7 5070 Th Ave EDGECLIFF DR. *City, State, Zip: 32506

Email Address: _____ Phone: 455-4639

Please indicate if you:

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☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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01/2011

PROJECT # 13-5996-S

SEPTEMBER 24, 2013

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4, ALSO BEING THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 2493.56 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 1844.45 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER S-97, ALSO KNOW AS JACK'S BRANCH ROAD (100' RIGHT-OF-WAY); THENCE GO NORTH 11 DEGREES 59 MINUTES 18 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 30.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 11509.20 FEET; THENCE GO ALONG SAID EASTERLY RIGHT-OF-WAY LINE BEING THE ARC OF SAID CURVE HAVING A RADIUS OF 11509.20 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 03 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 411.80 FEET (CHORD BEARING: NORTH 13 DEGREES 00 MINUTES 47 SECONDS WEST, CHORD DISTANCE: 411.78 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 14 DEGREES 02 MINUTES 18 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1474.37 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, GO NORTH 52 DEGREES 10 MINUTES 24 SECONDS EAST, FOR A DISTANCE OF 44.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1677.21 FEET; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1677.21 FEET THROUGH A CENTRAL ANGLE OF 21 DEGREES 10 MINUTES 46 SECONDS, FOR AN ARC DISTANCE OF 619.99 FEET (CHORD BEARING: NORTH 88 DEGREES 13 MINUTES 43 SECONDS EAST, CHORD DISTANCE: 616.46 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 81 DEGREES 10 MINUTES 54 SECONDS EAST, FOR A DISTANCE OF 270.89 FEET; THENCE GO SOUTH 81 DEGREES 38 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 875.49 FEET; THENCE GO SOUTH 00 DEGREES 45 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 495.88 FEET TO THE POINT OF CURVATURE BEING CONCAVE EASTERLY HAVING A RADIUS OF 705.00; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 705.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 45 MINUTES 43 SECONDS, FOR AN ARC DISTANCE OF 366.21 FEET (CHORD BEARING: SOUTH 15 DEGREES 38 MINUTES 42 SECONDS EAST, CHORD DISTANCE: 362.10 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 30 DEGREES 31 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 601.93 FEET TO THE POINT OF CURVATURE BEING CONCAVE WESTERLY HAVING A RADIUS OF 765.00; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 765.00 FEET THROUGH A CENTRAL ANGLE OF 31 DEGREES 59 MINUTES 44 SECONDS, FOR AN ARC DISTANCE OF 427.20 FEET (CHORD BEARING: SOUTH 14 DEGREES 31 MINUTES 41 SECONDS EAST, CHORD DISTANCE: 421.67 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 01 DEGREES 28 MINUTES 11 SECONDS WEST, FOR A DISTANCE OF 36.05 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 5, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 75.17 ACRES MORE OR LESS.

E. Wayne Parker 9/25/13

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

NOT VALID WITHOUT
ORIGINAL RAISED SEAL
OF FLORIDA REGISTERED
LAND SURVEYOR

SHEET NO. 1 OF 2

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

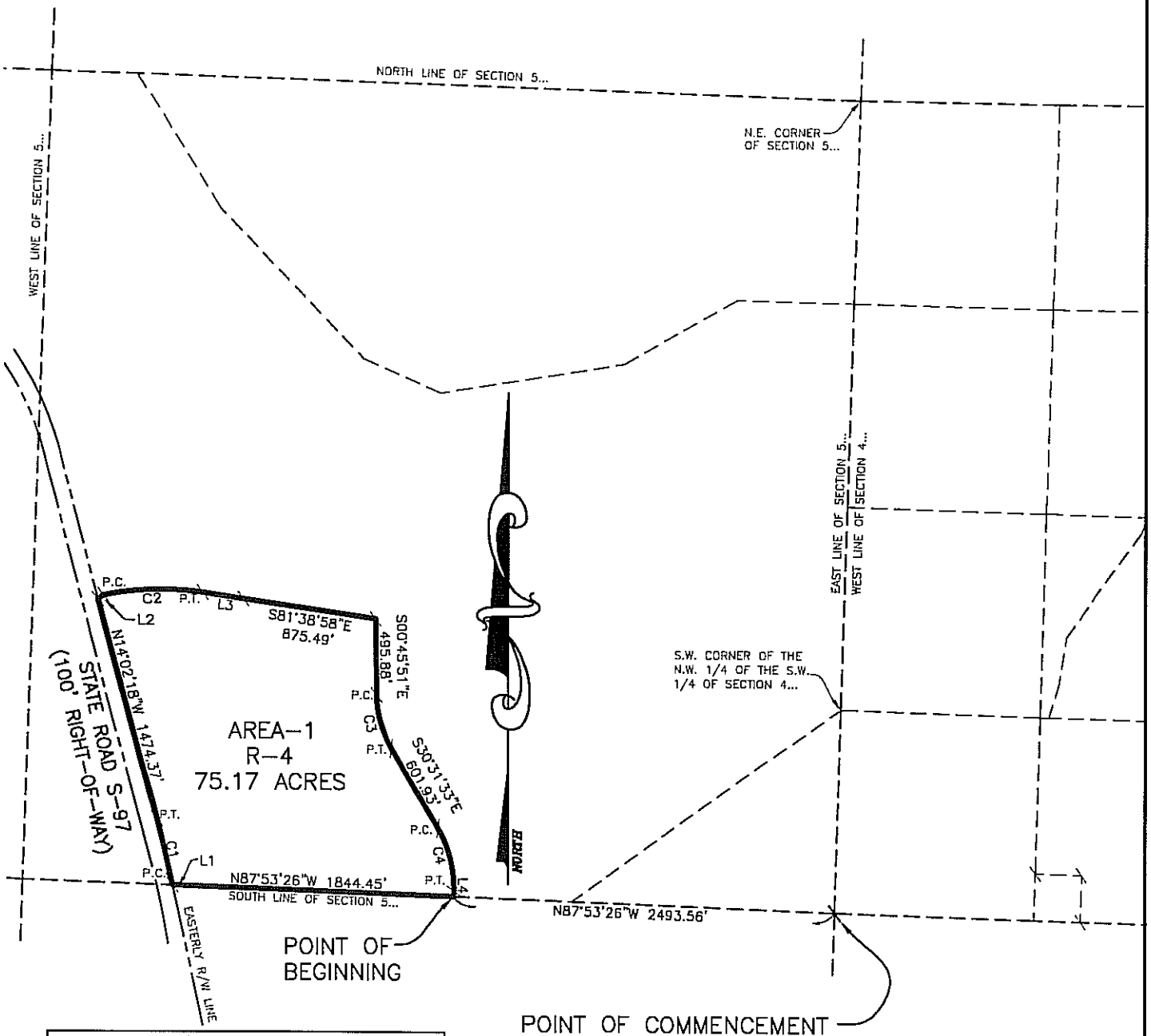
Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
AREA-1

SCALE: 1"=1000'

PROJECT # 13-5996-S

SEPTEMBER 24, 2013



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N11°59'18"W	30.89
L2	N52°10'24"E	44.39
L3	S81°10'54"E	270.89
L4	S01°28'11"W	36.05

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	411.80	11509.20	2°03'00"	N13°00'47"W	411.78
C2	619.99	1677.21	21°10'46"	N88°13'43"E	616.46
C3	366.21	705.00	29°45'43"	S15°38'42"E	362.10
C4	427.20	765.00	31°59'44"	S14°31'41"E	421.67

SHEET NO. 2 OF 2

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
AREA-1

SCALE: 1"=1000'

PROJECT # 13-5996-S SEPTEMBER 24, 2013

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4, ALSO BEING THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 1728.84 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 764.72 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 5 GO NORTH 01 DEGREES 28 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 36.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 765.00 FEET; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 765.00 FEET THROUGH A CENTRAL ANGLE OF 31 DEGREES 59 MINUTES 44 SECONDS, FOR AN ARC DISTANCE OF 427.20 FEET (CHORD BEARING: NORTH 14 DEGREES 31 MINUTES 41 SECONDS WEST, CHORD DISTANCE: 421.67 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 30 DEGREES 31 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 601.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 705.00 FEET; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 705.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 45 MINUTES 43 SECONDS, FOR AN ARC DISTANCE OF 366.21 FEET (CHORD BEARING: NORTH 15 DEGREES 38 MINUTES 42 SECONDS WEST, CHORD DISTANCE: 362.10 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 00 DEGREES 45 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 495.88 FEET; THENCE GO NORTH 81 DEGREES 38 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 875.49 FEET; THENCE GO NORTH 81 DEGREES 10 MINUTES 54 SECONDS WEST, FOR A DISTANCE OF 270.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1677.21 FEET; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1677.21 FEET THROUGH A CENTRAL ANGLE OF 21 DEGREES 10 MINUTES 46 SECONDS, FOR AN ARC DISTANCE OF 619.99 FEET (CHORD BEARING: SOUTH 88 DEGREES 13 MINUTES 43 SECONDS WEST, CHORD DISTANCE: 616.46 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 52 DEGREES 10 MINUTES 24 SECONDS WEST, FOR A DISTANCE OF 44.39 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER S-97, ALSO KNOW AS JACK'S BRANCH ROAD (100' RIGHT-OF-WAY); THENCE GO NORTH 14 DEGREES 02 MINUTES 18 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1003.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1960.08 FEET; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1960.08 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 51 MINUTES 42 SECONDS, FOR AN ARC DISTANCE OF 371.58 FEET (CHORD BEARING: NORTH 19 DEGREES 26 MINUTES 50 SECONDS WEST, CHORD DISTANCE: 371.02 FEET) TO THE INTERSECTION WITH THE WEST LINE OF THE AFORESAID SECTION 5; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, GO NORTH 02 DEGREES 04 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 5, FOR A DISTANCE OF 2118.82 FEET TO THE NORTHWEST CORNER OF SAID SECTION 5; THENCE GO SOUTH 88 DEGREES 11 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 532.26 FEET; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 5 GO SOUTH 31 DEGREES 09 MINUTES 57 SECONDS EAST, FOR A DISTANCE OF 1018.12 FEET; THENCE GO SOUTH 43 DEGREES 46 MINUTES 45 SECONDS EAST, FOR A DISTANCE OF 1357.82 FEET; THENCE GO SOUTH 66 DEGREES 24 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 549.07 FEET; THENCE GO NORTH 80 DEGREES 46 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 1213.76 FEET; THENCE GO NORTH 60 DEGREES 32 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 854.43 FEET; THENCE GO SOUTH 88 DEGREES 46 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 756.98 FEET; TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE GO SOUTH 88 DEGREES 46 MINUTES 15 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, FOR A DISTANCE OF 1311.83 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE GO SOUTH 01 DEGREES 38 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, FOR A DISTANCE OF 1334.47 FEET TO THE NORTHWEST CORNER OF EAST ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE GO SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID EAST ONE HALF, FOR A DISTANCE OF 668.12 FEET; THENCE DEPARTING SAID NORTH LINE, GO SOUTH 21 DEGREES 13 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 112.66 FEET; THENCE GO SOUTH 35 DEGREES 59 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 840.16 FEET; THENCE GO SOUTH D9 DEGREES 03 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 307.81 FEET; THENCE GO SOUTH 16 DEGREES 24 MINUTES 43 SECONDS WEST, FOR A DISTANCE OF 227.26 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE GO NORTH 88 DEGREES 19 MINUTES 42 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, FOR A DISTANCE OF 58.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE CONTINUE NORTH 88 DEGREES 19 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, FOR A DISTANCE OF 1314.36 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 54 DEGREES 30 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 2170.53 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 5, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 432.22 ACRES MORE OR LESS.

E. Wayne Parker 9/25/13

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

NOT VALID WITHOUT ORIGINAL RAISED SEAL OF FLORIDA REGISTERED LAND SURVEYOR

SHEET NO. 1 OF 2

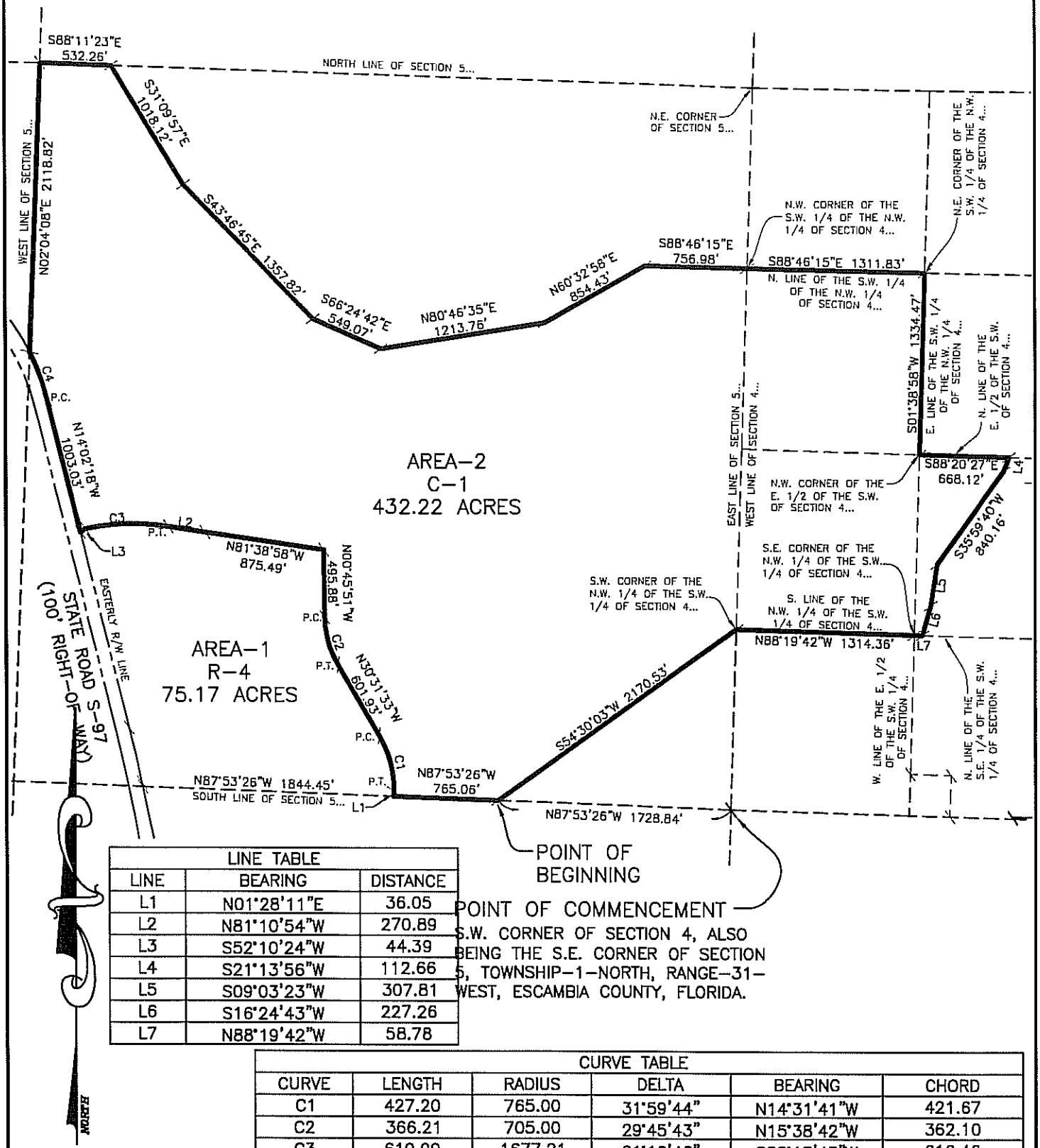
MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING
4928 N. Davis Highway
Pensacola, Florida 32503
Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
AREA-2

SCALE: 1"=1000'

PROJECT # 13-5996-S

SEPTEMBER 24, 2013



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°28'11"E	36.05
L2	N81°10'54"W	270.89
L3	S52°10'24"W	44.39
L4	S21°13'56"W	112.66
L5	S09°03'23"W	307.81
L6	S16°24'43"W	227.26
L7	N88°19'42"W	58.78

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	427.20	765.00	31°59'44"	N14°31'41"W	421.67
C2	366.21	705.00	29°45'43"	N15°38'42"W	362.10
C3	619.99	1677.21	21°10'46"	S88°13'43"W	616.46
C4	371.58	1960.08	10°51'42"	N19°26'50"W	371.02

SHEET NO. 2 OF 2

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

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DESCRIPTION/DESCRIPTION DRAWING
AREA-2

SCALE: 1"=1000'

PROJECT # 13-5996-S

SEPTEMBER 24, 2013

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, ALSO BEING THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 01 DEGREES 42 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 3973.90 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE EAST LINE OF SAID SECTION 5 GO NORTH 88 DEGREES 46 MINUTES 15 SECONDS WEST, FOR A DISTANCE OF 756.98 FEET; THENCE GO SOUTH 60 DEGREES 32 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 854.43 FEET; THENCE GO SOUTH 80 DEGREES 46 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 1213.76 FEET; THENCE GO NORTH 66 DEGREES 24 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 549.07 FEET; THENCE GO NORTH 43 DEGREES 46 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 1357.82 FEET; THENCE GO NORTH 31 DEGREES 09 MINUTES 57 SECONDS WEST, FOR A DISTANCE OF 1018.12 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE GO SOUTH 88 DEGREES 11 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 4710.19 FEET TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE GO SOUTH 01 DEGREES 42 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 5, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 158.19 ACRES MORE OR LESS.

E. Wayne Parker 9/25/13

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

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LAND SURVEYOR

SHEET NO. 1 OF 2

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PROFESSIONAL LAND SURVEYING

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Pensacola, Florida 32503

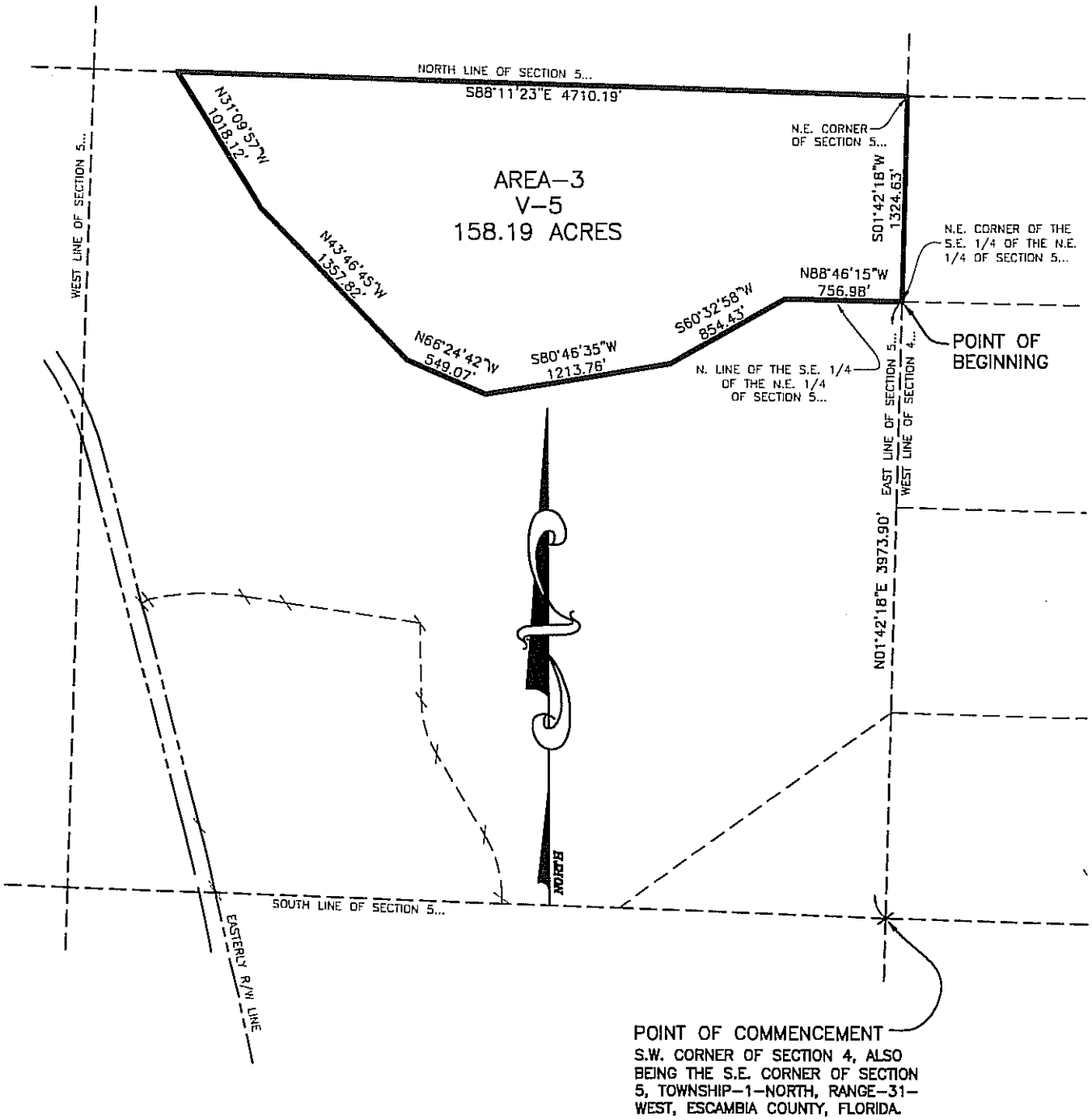
Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
AREA-3

SCALE: 1"=1000'

PROJECT # 13-5996-S

SEPTEMBER 24, 2013



SHEET NO. 2 OF 2

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
AREA-3

SCALE: 1"=1000'

PROJECT # 13-5996-S SEPTEMBER 24, 2013

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 18 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 4, FOR A DISTANCE OF 1620.64 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 4 GO NORTH 01 DEGREES 38 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 305.00 FEET; THENCE GO NORTH 88 DEGREES 18 MINUTES 5 7 SECONDS WEST, FOR A DISTANCE OF 305.00 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE GO NORTH 01 DEGREES 38 MINUTES 5 9 SECONDS EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 1019.92 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE GO SOUTH 88 DEGREES 1 9 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, FOR A DISTANCE OF 58.78 FEET; THENCE GO NORTH 16 DEGREES 24 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 227.26 FEET; THENCE GO NORTH 09 DEGREES 03 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 307.81 FEET; THENCE GO NORTH 35 DEGREES 59 MINUTES 40 SECONDS EAST, FOR A DISTANCE OF 840.16 FEET; THENCE GO NORTH 21 DEGREES 1 3 MINUTES 5 6 SECONDS EAST, FOR A DISTANCE OF 112.66 FEET TO THE NORTH LINE OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE GO SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE, FOR A DISTANCE OF 644.97 FEET TO THE NORTHEAST CORNER OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE GO SOUTH 01 DEGREES 35 MINUTES 41 SECONDS WEST ALONG SAID EAST LINE, FOR A DISTANCE OF 1325.21 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE GO SOUTH 88 DEGREES 1 9 MINUTES 42 SECONDS EAST ALONG SAID NORTH LINE, FOR A DISTANCE OF 1318.57 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SAID SECTION 4, THENCE GO SOUTH 01 DEGREES 43 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, FOR A DISTANCE OF 1297.37 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WELL LINE ROAD (50 FOOT RIGHT-OF-WAY); THENCE GO NORTH 88 DEGREES 23 MINUTES 20 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 305.05 TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 10025.00 FEET; THENCE GO ALONG THE SAID NORTH RIGHT-OF-WAY LINE BEING THE ARC OF SAID CURVE HAVING A RADIUS OF 10025.00 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 27 MINUTES 55 SECONDS, FOR AN ARC DISTANCE OF 81.39 FEET (CHORD BEARING: NORTH 88 DEGREES 37 MINUTES 59 SECONDS WEST, CHORD DISTANCE: 81.39 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 88 DEGREES 51 MINUTES 5 6 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1475.64 FEET; THENCE GO SOUTH 01 DEGREES 08 MINUTES 04 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 13.13 FEET TO THE SOUTH LINE OF SAID SECTION 4; THENCE GO NORTH 88 DEGREES 18 MINUTES 5 7 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 4, FOR A DISTANCE OF 464.41 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 4, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 107.72 ACRES MORE OR LESS.

E. Wayne Parker 9/25/13

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

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SHEET NO. 1 OF 2

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

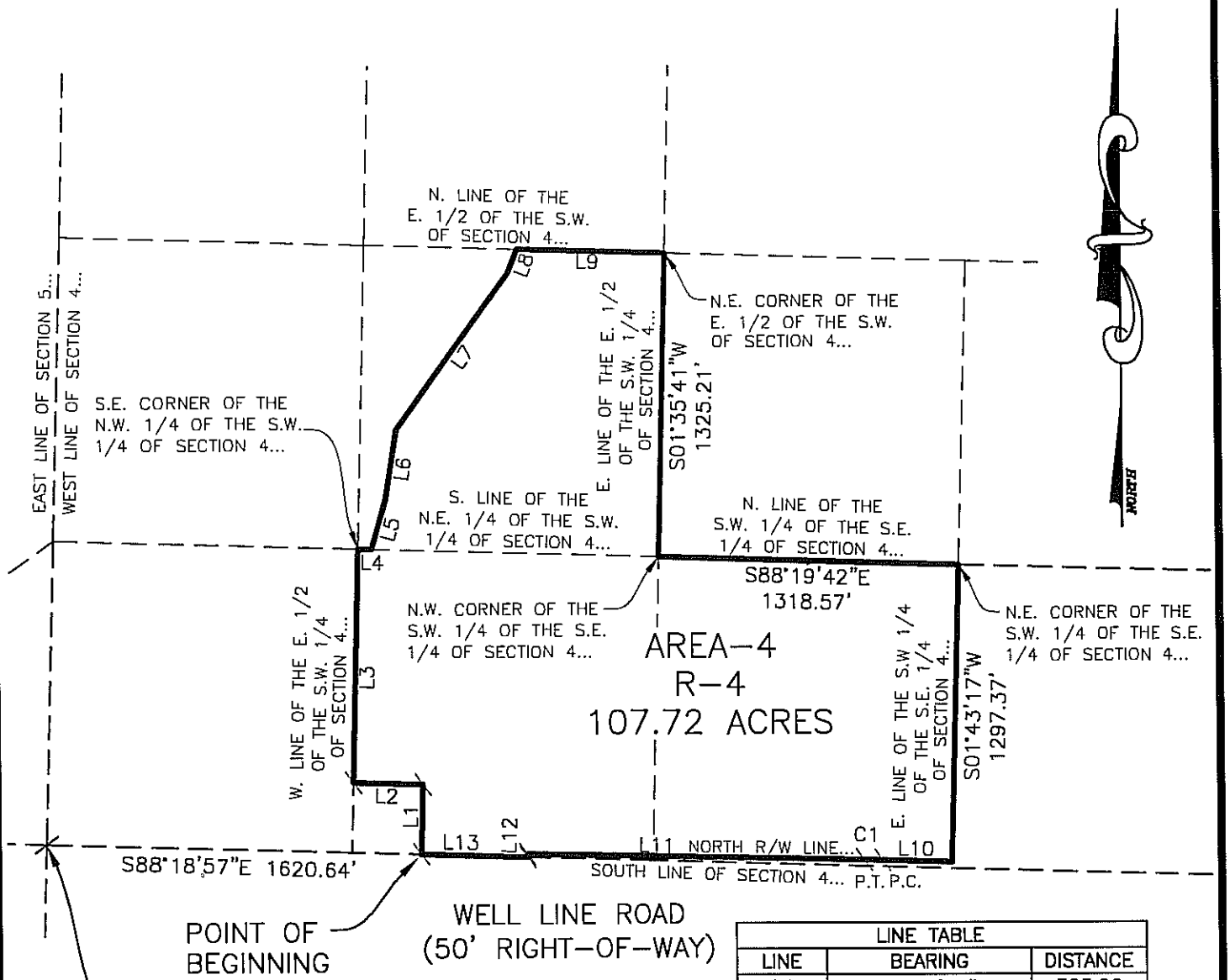
Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
AREA-4

SCALE: 1"=1000'

PROJECT # 13-5996-S

SEPTEMBER 24, 2013



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°38'59"E	305.00
L2	N88°18'57"W	305.00
L3	N01°38'59"E	1019.92
L4	S88°19'42"E	58.78
L5	N16°24'43"E	227.26
L6	N09°03'23"E	307.81
L7	N35°59'40"E	840.16
L8	N21°13'56"E	112.66
L9	S88°20'27"E	644.97
L10	N88°23'20"W	305.05
L11	N88°51'56"W	1475.64
L12	S01°08'04"W	13.13
L13	N88°18'57"W	464.41

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	81.39	10025.00	0°27'55"	N88°37'59"W	81.39

SHEET NO. 2 OF 2

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING
4928 N. Davis Highway
Pensacola, Florida 32503
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Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
AREA-4

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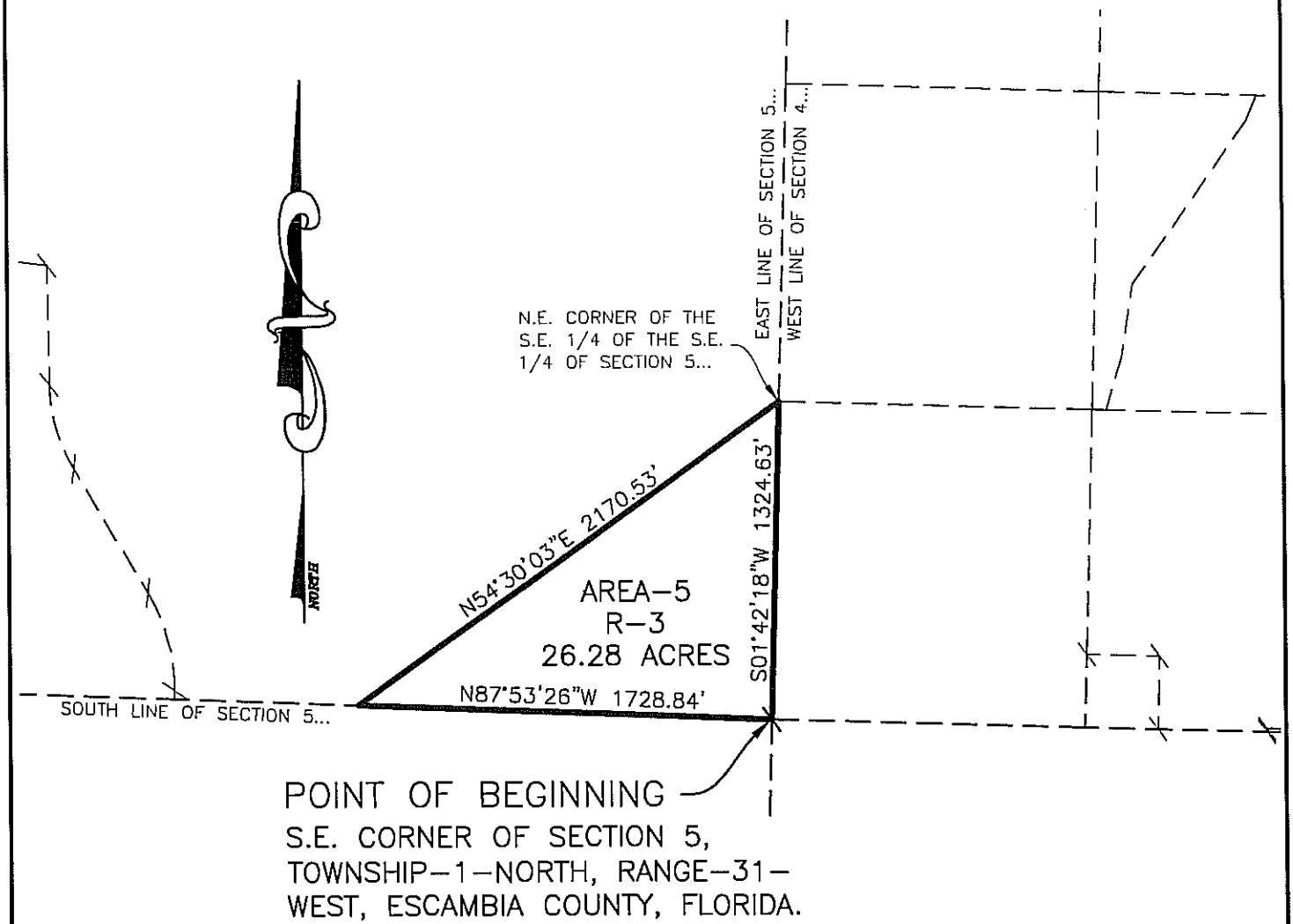
PROJECT # 13-5996-S

SEPTEMBER 24, 2013



BEGINNING AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 1728.84 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 5 GO NORTH 54 DEGREES 30 MINUTES 03 SECONDS EAST, FOR A DISTANCE OF 2170.53 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE GO SOUTH 01 DEGREES 42 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 5, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 26.28 ACRES MORE OR LESS.

E. Wayne Parker 9/25/13

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

NOT VALID WITHOUT ORIGINAL RAISED SEAL OF FLORIDA REGISTERED LAND SURVEYOR

SHEET NO. 1 OF 1

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING
4928 N. Davis Highway
Pensacola, Florida 32503
Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
AREA-5

SCALE: 1"=1000'

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4974 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/03/2013
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on September 9, 2013, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2013-17 was heard by the Planning Board on September 9, 2013. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.
The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2013-17**
Address:	900 Jacks Branch Road
Property Reference No.:	05-1N-31-1100-000-000
Property Size:	801.11 (+/-) acres
From:	VAG, Villages Agriculture District, Gross Density (five du/ 100 acres on one-acre parcels)
To:	R-3, One-Family and Two-Family District, (cumulative) Medium Density (ten du/acre) and; R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre) and; V-5, Villages Clustered Residential District, Gross Density (four du/acre, if sewered and clustered) Gross Density (one du/acre, if unsewered) and; C-1, Retail Commercial District, (cumulative) (25 du/acre)
FLU Category:	AG/RC, Agriculture/Rural Community

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4975 **Growth Management Report** **12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/03/2013
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of the 2012-2016 Update to the Five-Year Schedule of Capital Improvements
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance adopting the 2012-2016 Update to the Five-year Schedule of Capital Improvements

That the Board review and adopt an ordinance adopting the 2012-2016 Update to the Five-Year Schedule of Capital Improvements.

At the September 5, 2013, Planning Board meeting, the Board recommended approval of the CIE to the Board of County Commissioners.

BACKGROUND:

The purpose of this Ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes, by adopting the 2012-2016 update to the Five-Year Schedule of Capital Improvements.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

Ordinance Clean Copy

EXH A

EXH B

EXH C

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2012-2016 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR UNCODIFIED UPDATES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements;

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes, by adopting the 2012-2016 update to the Five-Year Schedule of Capital Improvements.

Section 2. Schedule of Capital Improvements

The 2012-2016 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted.

Section 3. Supporting Documents

A significant portion of the 2012-2016 update to the Five-Year Schedule of Capital Improvements derives from information provided in the following documents, which are incorporated herein by reference:

The Florida–Alabama Transportation Planning Organization Fiscal-Years 2010-2014 Transportation Improvements Program, attached as Exhibit B.

The Escambia County School District 2013-2014 Work Plan, attached as Exhibit C.

DRAFT

Section 4. Severability

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

Section 5. Uncodified Ordinance

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners in accordance with Section 125.68, Florida Statutes.

Section 6. Effective Date

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

DONE AND ENACTED this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2012-2016 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR UNCODIFIED UPDATES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements;

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes, by adopting the 2012-2016 update to the Five-Year Schedule of Capital Improvements.

Section 2. Schedule of Capital Improvements

The 2012-2016 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted.

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

Section 5. Uncodified Ordinance

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners in accordance with Section 125.68, Florida Statutes.

Section 6. Effective Date

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

DONE AND ENACTED this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

EXHIBIT A

Capital Improvement Program
FY 2012-2016

ESCAMBIA COUNTY • FLORIDA •

FY 2012-2016 CIE Annual Update

CIP Schedule

TRANSPORTATION											
Project Name	**Location**	**Funding Source**	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**Total Project Cost**	**Code**	**Comp Plan Objectives**	**Notes**
Beulah Interchange/Beltway		LOST III					$700,000	$700,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support Future Interchange at I-10 and Beulah Rd.
Bobe Street Sidewalks		LOST III			$300,000			$300,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Bridge Renovations	Countywide	LOST III	3,016,666	$1,516,666.00	$1,263,170	$1,270,162	$1,016,666	$8,083,330	S	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to improve bridge safety countywide
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III					$350,000	$350,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Local Safe Routes To School Program
Blue Angel Parkway Construction	Sorrento to US98	Bond/FDOT			$5,033,700	$28,524,300		$33,558,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2013. Will depend on Local Revenues
Burgess Extension Construction	Burgess/Creighton extension from Hilburn Dr to US 29	FDOT			$1,000,000	$1,000,000		$2,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Transportation Improvement Program Priority #8, pg 15. ROW & Const. funds committed in out years
Congestion Improvements	Countywide	LOST III		$1,808,532	$737,000	$1,018,000	$1,018,000	$4,581,532		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Projects to improve traffic and freight flow.
Dirt Rd Paving	Countywide	LOST III	$2,100,000	$2,300,000	$2,500,000	$2,500,000	$3,000,000	$12,400,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
E' Street Improvements	Texar to Cervantes	LOST III				$400,000		$400,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Gulf Beach Hwy (SR292) Corridor Study Projects	Navy Blvd to Sorrento	TPO/LOST III		$ 1,500,000				$1,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO pg 2.2. Design underway, ROW funded in 2013.
Highway 297A Widening		LOST III				$3,000,000		$3,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
ITS Application		LOST III / TPO					$1,462,936	$1,462,936	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #6 with annual funding

JPA Design Box		LOST III					$300,154	$300,154	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support the advancement of any 5-year FDOT projects if determined as a need.
Kingsfield Rd Extension	Hwy 97 to Hwy 99	LOST III	$5,520,000					$5,520,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns and increased use by freight.
Live Oak / Sunset Sidewalks		LOST III	$300,000					$300,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Project let for Design in 2009 will be constructed in 2010
Neighborhood Enhancements	Countywide	LOST III		$1,400,000	$ 700,000	$700,000	$2,800,000	$5,600,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Program to provide amenities based on warranted needs.
Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.
		FDOT			$2,445,000			$2,445,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 12
Olive Rd Corridor - Phase I	Davis and Old Palafox	LOST III	$5,900,000					$5,900,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT deeded road to the county in 2011. Design currently underway construction expected in 2013
Perdido Key Design	AL state line to ICWW Bridge	FDOT			$2,732,000			$2,732,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 22, Design Funds pushed due to a Federal Required EIS
Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/ FDOT TRIP			6,553,680	37,137,520		$43,691,200	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
Perdido Key Drive PD&E	Perdido Key Dr between AL and the south end of the ICWW Bridge	FDOT							G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 19, Active with EIS.
Sorrento PD&E	ICWW Bridge to Blue Angel Pkwy	FDOT							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design Active

Pinestead / Longleaf Design & Construction		LOST III	$157,064		$8,000,000	$8,190,000		$16,347,064	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #11.
Resurfacing	Countywide	LOST III	$1,228,674	$3,452,804	$1,750,000	$1,732,689	$1,584,622	$9,748,789	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Annual Program
Sidewalks Design / Construction		LOST III	$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Safe Walk to School support program.
Sidewalks District 1		LOST III	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Commissioner Request for Residential areas and School areas
Traffic Calming	Countywide	LOST III				$200,000		$200,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Program for identified Neighborhood Traffic areas.
W Roberts Rd Widening		LOST III	$250,000					$250,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns due to Sector Plan
DRAINAGE											
Project Name	**Location**	**Funding Source**	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**Total Project Cost**	**Code**	**Comp Plan Objectives**	**Notes**
Avery Street Drainage	Avery	LOST III			$1,000,000					COA 1.1.5 INF 3.1.9	
Beach Haven	Beach Haven	LOST III			$1,700,000					COA 1.1.5 INF 3.1.9	
Coral Creek Subdivision	Coral Creek	LOST III		$785,000						COA 1.1.5 INF 3.1.9	
Cove Avenue/Barmel		LOST III		$1,328,000						COA 1.1.5 INF 3.1.9	
Crescent Lake		LOST III				$4,000,000				COA 1.1.5 INF 3.1.9	
Drainage Basin Studies		LOST III	$450,000							COA 1.1.5 INF 3.1.9	
Eleven Mile Creek Restoration		LOST III			$1,000,000					COA 1.1.5 INF 3.1.9	
Englewood Drainage Improvements		LOST III			$1,000,000					COA 1.1.5 INF 3.1.9	
Fairchild Drainage Project		LOST III			$100,000	$600,000				COA 1.1.5 INF 3.1.9	
Ferry Pass Zones 4&5		LOST III			$120,000					COA 1.1.5 INF 3.1.9	
Ferry Pass Zone 2		LOST III			$180,000					COA 1.1.5 INF 3.1.9	
Gulf Beach Hwy		LOST III	$6,000,000							COA 1.1.5 INF 3.1.9	
Hwy 297 Drainage		LOST III					$1,772,000			COA 1.1.5 INF 3.1.9	
Jackson St, Elysian Drainage		LOST III	$1,500,000							COA 1.1.5 INF 3.1.9	
L St, Pond Expansion		LOST III	$600,000							COA 1.1.5 INF 3.1.9	
Myrtle Grove Jackson		LOST III				$1,350,000				COA 1.1.5 INF 3.1.9	
Rebel Rd		LOST III					$2,000,000			COA 1.1.5 INF 3.1.9	
Water Quality/Flood Control		LOST III					$190,000			COA 1.1.5 INF 3.1.9	

PARKS & REC											
Project Name	**Location**	**Funding Source**	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**Total Project Cost**	**Code**	**Comp Plan Objectives**	**Notes**
Bayou Grande Development & Maintenance		LOST III		$200,000	$1,700,000					CHAPTER 13 GOAL REC 1	
Land Adquisition		LOST III	$200,000	$200,000	$200,000	$200,000	$200,000			CHAPTER 13 GOAL REC 1	
MdDaid Community Center		LOST III								CHAPTER 13 GOAL REC 1	
Park Development		LOST III	$736,899	$1,510,702	$1,110,702	$1,110,702	$1,110,702			CHAPTER 13 GOAL REC 1	
Park Maintenance Equipment		LOST III	$68,182	$68,182	$68,182	$68,182	$68,182			CHAPTER 13 GOAL REC 1	
Park Mowing		LOST III								CHAPTER 13 GOAL REC 1	
Equestrian Center Sound System Improvement		LOST III								CHAPTER 13 GOAL REC 1	
SOLID WASTE											
Project Name	**Location**	**Funding Source**	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**Total Project Cost**	**Code**	**Comp Plan Objectives**	**Notes**
Landfill Mining	Section 5	Solid Waste Fund		$200,000	$8,831,000	$200,000	$5,921,000			OBJ INF 2.1	
Leachate Pipeline to International Paper		Solid Waste Fund	$1,300,000							OBJ INF 2.1	
Landfill Gas Expansion										OBJ INF 2.1	
Landfill Gas Migration										OBJ INF 2.1	

FY 2012-2016

CIE Annual Update

CIP Schedule (Strikethrough version)

Capital Improvement Programs
FY 2011 - FY 2015 Schedule
Table 14-1

Proj #	Project Name	Location	Funding Source	Current - FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
Recreation / Open Space												
1	Bayou Grande Park Development & Maintenance	SW Escambia County - Gulf Beach Hwy	LOST III				$ 300,000.00	$ 1,700,000.00	$2,000,000	G	12.A.4	
08PR0025	Brosnaham Soccer Center Development	10370 Ashton Brosnaham Dr.	LOST III	$ 90,909.00	$ 90,909.00	$ 90,909.00	$ 90,909.00	$ 90,909.00	$454,545	G	12.A.4	
08PR0031	Equestrian center	Beulah - 7750 Mobile Hwy	LOST III	$ 90,909.00	$ 90,909.00	$ 90,909.00	$ 90,909.00	$ 90,909.00	$454,545	G	12.A.4	
4	Acquisition - additional acreage to expand park facilities	Countywide	LOST III	$ 48,345.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$848,345	G	12.A.4.10	
5	McDavid Community Park		LOST III		$ 150,000.00				$150,000	G	12.A.4	
6	Park Maintenance Equipment	Countywide	LOST III	$ 68,182.00	$ 68,182.00	$ 68,182.00	$ 68,182.00	$ 68,182.00	$340,910	G		
08PR0058	Park development - to address deficiencies, replacement, repair, fencing, landscaping etc.	Countywide	LOST III	$ 1,110,702.00	$ 1,110,702.00	$ 1,110,702.00	$ 1,110,702.00	$ 1,110,702.00	$5,553,510	DR	12.A.4	
Solid Waste												
1	Land Purchase - Recovered Materials Processing Facility	Countywide	SW Fund						$0			
2	Recovered Materials Processing Facility - Design	Countywide	SW Fund						$0			
3	Recovered Materials Processing Facility - Construction	Countywide	SW Fund						$0			
4	3 C Side Slope Drainage		SW Fund						$0			
5	Cell Design	Pensacola	SW Fund						$0	G	10.B.3.1	
6	Cell Construction	Pensacola	SW Fund						$0			
7	Cell Design	Section 5 - Phase 1	SW Fund						$0			
8	Cell Construction	Section 5 - Phase 1	SW Fund						$0	G	10.B.3.3	
9	Cell Design	Section 5 - Phase 2	SW Fund		$ 250,000.00				$250,000	G	10.B.3.4	
10	Cell Construction	Section 5 - Phase 2	SW Fund			$ 2,500,000.00			$2,500,000	G	10.B.3.5	
11	Citizens' Convenience Center	Transfer Station	SW Fund	$ 130,000.00					$130,000	G		
12	Landfill Gas Collection & Control System Expansion	Pensacola	SW Fund		$ 300,000.00		$ 250,000.00		$550,000	G		
13	Replacement of Recovered Materials Processing Facility Retaining Wall	Pensacola	SW Fund	$ 250,000.00					$250,000	G	10.B.3.1	

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Capital Improvement Programs
FY 2011 - FY 2015 Schedule
Table 14-1

Proj #	Project Name	Location	Funding Source	Current - FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
14	Saufley C&DD Landfill Restoration	Pensacola	SW Fund	$ 3,290,000.00	$ 2,310,000.00				$5,600,000			
15	Landfill Mining	Section 5 - Phase 2	SW Fund	$ 1,200,000.00	$ 1,250,000.00	$ 6,450,000.00	$ 2,050,000.00	$ 6,450,000.00	$17,400,000	G	10.B.3.1	
Engineering - Drainage												
1	Avery Street Drainage	Avery Street	LOST III					$ 1,000,000.00	$1,000,000			
2	Bartow Avenue	Bartow Avenue	LOST III						$0			
3	Beach Haven		LOST III					$ 1,700,000.00	$1,700,000			
4	Chandler		LOST III						$0			
08EN0301	Coral Creek Subdivision Drainage		LOST III				$ 785,000.00		$785,000	DG	10.C.1.2 10.C.1.6	
6	Cove Avenue/Barmel Drainage		LOST III				$ 1,328,000.00		$1,328,000	DG	10.C.1.2 10.C.1.6	
7	Drainage Basin Studies		LOST III			$ 450,000.00			$450,000	DG	10.C.1.2 10.C.1.6	
8	Eleven Mile Creek Restoration							$ 1,000,000.00	$1,000,000			
ENG1308	Elsa Area Drainage		LOST III	$ 500,000.00					$500,000	DG	10.C.1.2 10.C.1.6	
10	Englewood Drainage Neighborhood Improvements		LOST III					$ 1,000,000.00	$1,000,000			
11	Ensley Ave Drainage Improvements - Phase II V	Detroit and Johnson from Palafox to 500' past Chemstrand	LOST III	$ 8,231,655.00					$8,231,655	D	10.C.1.2 - 10.C.1.6	
12	Fairchild Drainage Project		LOST III					$ 100,000.00	$100,000			
ENG217	Ferry Pass Zones 4 - 5	Tippin, Kinney, Deloach, Raines, Nobles Streets	LOST III	$ 880,000.00				$ 120,000.00	$1,000,000	R	10.C.1.2 - 10.C.1.6	
ENG214	Ferry Pass Zone 2 - Drainage Projecy	Johnson Ave from Lawton, Carl Dean, Kipling and Caminetti	LOST III	$ 500,000.00				$ 180,000.00	$680,000	R	10.C.1.2 - 10.C.1.6	
ENG1512	Flaxman & 61st St		LOST III	$ 500,000.00					$500,000	R	10.C.1.2 - 10.C.1.6	
16	Gulf Beach Highway		LOST III				$ 6,000,000.00		$6,000,000	DG	10.C.1.2 - 10.C.1.6	
17	Jackson Street (Ellysen Drainage Improvements)		LOST III				$ 1,500,000.00		$1,500,000	DG	10.C.1.2 - 10.C.1.6	
18	Jordan & P Street	Jordan & P Street	LOST III						$0			

R = replacement of new or existing facility D = deficiency correction G = meeting growth demands

Capital Improvement Programs
FY 2011 - FY 2015 Schedule
Table 14-1

Proj #	Project Name	Location	Funding Source	Current - FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
19	Lake Charlene Drainage Improvements Phase II	Lake Charlene Subdivision	LOST III	$ 1,000,000.00					$1,000,000	R	10.C.1.2 - 10.C.1.6	
ENG949	LiFair Estates Subd		LOST III	$ 1,000,000.00					$1,000,000	DG	10.C.1.2 - 10.C.1.6	
ENG1293	Muscogee Rd Drainage Improvements Phase 1-5	Muscogee Rd from Hwy 97 to Nowak in Pensacola	LOST III	$ 2,000,000.00	$ 1,700,000.00				$3,700,000	G	10.C.1.2 - 10.C.1.6	
22	Myrtle Grove & Jackson		LOST III		$ 3,500,000.00				$3,500,000	DG	10.C.1.2 - 10.C.1.6	
23	Rebel Road		LOST III			$ 2,000,000.00			$2,000,000	DG	10.C.1.2 - 10.C.1.6	
24	Tracy, Ogden, Rosirito and Sandy Bay Drainage		LOST III						$0			
Engineering - Transportation												
1	Beulah Rd Improvements		LOST III		$ 500,000.00				$ 500,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 - 8.A.3.2	Funds to Support Future Interchange at I-10 and Beulah Rd.
2	Blue Angel Pkway Design	Sorrento to US98	FDOT							G	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 - 8.A.3.2	FDOT allocations and local tax contributions to support bonding. FDOT and local contribution $2,000,000 in 2008. Based on PD&E delay design is Active, Complete 2010.
3	Blue Angel Parkway Construction	Sorrento to US98	Bond/FDOT				$ 5,033,700.00	$ 28,524,300.00	$ 33,558,000.00	G	8.A.1.12 - 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 - 8.A.3.2	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2011. Will depend on Local Revenues
4	Burgess Extension Design	Burgess/Creighton extension from Hilburn Dr to US 29	Local/ FDOT TRIP			$ 2,000,000.00			$ 2,000,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 - 8.A.3.2	TPO Transportation Improvement Program Priority #9, pg 121. Will Evaluate LOST Funds $500K to update design 2010.

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Capital Improvement Programs
FY 2011 - FY 2015 Schedule
Table 14-1

Proj #	Project Name	Location	Funding Source	Current - FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
5	Burgess Extension Construction	Burgess/Creighton extension from Hilburn Dr to US 29	Local/ FDOT TRIP				$ 5,000,000.00	$ 18,000,000.00	$ 23,000,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	TPO Transportation Improvement Program Priority #9, pg 121. Will evaluate State and Federal programs 2010. (SAFETEA-LU and TIGER Grants ARRA)
6	Dirt Rd Paving	Countywide	LOST III	$ 1,700,000.00	$ 2,400,000.00	$ 2,100,000.00	$ 2,300,000.00	$ 2,500,000.00	$ 11,000,000.00	R	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
7	Gulf Beach Hwy (SR292) Corridor Study	Navy Blvd to Sorrento	TPO/LOST III		$ 300,000.00				$ 300,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	TPO pg 32. TPO will let Design in 2009, additional funds will be allocated by State and Local Support.
8	Highway 97 Widening		LOST III		$ 600,000.00				$ 600,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Priority #2 in county Lane Widening Program 60% Complete
9	ITS Application		LOST III	$ 1,361,000.00					$ 1,361,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	TPO pg 133, Pending FDOT Master Plan to Identify Priorities
10	JPA Design Box		LOST III	$ 500,000.00	$ 500,000.00	$ 4,000,000.00			$ 5,000,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Funds to Support the advancement of any 5 year FDOT projects if determined as a need.
11	Live Oak / Sunset Sidewalks		LOST III			$ 300,000.00			$ 300,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Project let for Design in 2009 will be constructed in 2010
12	Marcus Pointe & W Turn Lanes		LOST III		$ 39,000.00	$ 1,400,000.00	$ 1,400,000.00	$ 700,000.00	$ 3,539,000.00	DG	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	
13	Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III	$ 1,000,000.00	$ 1,000,000.00				$ 2,000,000.00	DG	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.
			FDOT	$ 650,000.00								FDOT Work Program, pg 12

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Capital Improvement Programs
FY 2011 - FY 2015 Schedule
Table 14-1

Proj #	Project Name	Location	Funding Source	Current - FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
14	Olive Rd Corridor - Phase I	Davis and Old Palafox	TPO/Box		$ 600,000.00	$ 750,000.00	$ 750,000.00		$ 2,100,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 16, TPO pg 31. Study 85% Complete, Construction will consider a JPA to advance funds.
15	Olive Rd Corridor - Phase II	Davis to Scenic Hwy	TPO/Box		$ 600,000.00	$ 750,000.00	$ 750,000.00		$ 2,100,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 16, TPO pg 31. Study 80% Complete, Construction will consider a JPA to advance funds.
16	Perdido Key Design	AL state line to ICWW Bridge	FDOT				$ 2,732,000.00		$ 2,732,000.00	DG	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 22, Design Funds pushed due to a Federal Required EIS
17	Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/ FDOT TRIP				$ 6,553,680.00	$ 37,137,520.00	$ 43,691,200.00	DG	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
18	Perdido Key Drive PD&E	Perdido Key Dr between AL and the south end of the ICWW Bridge	FDOT							G	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 19, Active with EIS.
19	Sorrento PD&E	ICWW Bridge to Blue Angel Pkwy	FDOT							DG	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design Active
20	Pinestead / Longleaf Design & Construction		LOST III	$ 1,500,000.00	$ 1,500,000.00			$ 8,000,000.00	$ 11,000,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	Design is active in 2009, Complete in 2010.
21	Resurfacing	Countywide	LOST III	$ 1,209,000.00	$ 1,700,000.00				$ 2,909,000.00	R	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	Annual Program
22	Sidewalks Design / Construction		LOST III	$ 1,000,000.00	$ 700,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 3,200,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	County Wide Safe Walk to School support program.
23	Sidewalks District 1		LOST III		$ 400,000.00	$ 100,000.00	$ 100,000.00	$ 1,000,000.00	$ 1,600,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 - 8.A.1.3 8.A.1.15 8.A.3.2	Commissioner Request for Residential areas and School areas

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Capital Improvement Programs
FY 2011 - FY 2015 Schedule
Table 14-1

Proj #	Project Name	Location	Funding Source	Current - FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
24	Traffic Calming	Countywide	LOST III	$ 200,000.00	$ 200,000.00				$ 400,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	County Wide Program for identified Neighborhood Traffic areas.
25	W Roberts Rd Widening		LOST III	$ 350,000.00		$ 250,000.00			$ 600,000.00	R	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Improvements to support new traffic patterns and increased use by freight.
Mass Transit - ECAT												
1	Bus replacements	1515 W Fairfield Dr.	FTA Grant				$ 1,700,000.00	$ 1,750,000.00	$3,450,000	G	8.B.1.1	
2	Trolley replacements	1515 W Fairfield Dr.	FTA Grant				$ 850,000.00		$850,000	G	8.B.1.1	

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FY 2012-2016 CIE Annual Update

CIP Schedule (Underline version)

TRANSPORTATION											
Project Name	**Location**	**Funding Source**	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**Total Project Cost**	**Code**	**Comp Plan Objectives**	**Notes**
Beulah Interchange/Beltway		LOST III					$700,000	$700,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support Future Interchange at I-10 and Beulah Rd.
Bobe Street Sidewalks		LOST III			$300,000			$300,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Bridge Renovations	Countywide	LOST III	3,016,666	$1,516,666.00	$1,263,170	$1,270,162	$1,016,666	$8,083,330	S	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to improve bridge safety countywide
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III					$350,000	$350,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Local Safe Routes To School Program
Blue Angel Parkway Construction	Sorrento to US98	Bond/FDOT			$5,033,700	$28,524,300		$33,558,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2013. Will depend on Local Revenues
Burgess Extension Construction	Burgess/Creighton extension from Hilburn Dr to US 29	FDOT			$1,000,000	$1,000,000		$2,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Transportation Improvement Program Priority #8, pg 15. ROW & Const. funds committed in out years
Congestion Improvements	Countywide	LOST III		$1,808,532	$737,000	$1,018,000	$1,018,000	$4,581,532		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Projects to improve traffic and freight flow.
Dirt Rd Paving	Countywide	LOST III	$2,100,000	$2,300,000	$2,500,000	$2,500,000	$3,000,000	$12,400,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
E' Street Improvements	Texar to Cervantes	LOST III				$400,000		$400,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Gulf Beach Hwy (SR292) Corridor Study Projects	Navy Blvd to Sorrento	TPO/LOST III		$ 1,500,000				$1,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO pg 2.2. Design underway, ROW funded in 2013.
Highway 297A Widening		LOST III				$3,000,000		$3,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
ITS Application		LOST III / TPO					$1,462,936	$1,462,936	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #6 with annual funding

JPA Design Box		LOST III					$300,154	$300,154	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support the advancement of any 5-year FDOT projects if determined as a need.
Kingsfield Rd Extension	Hwy 97 to Hwy 99	LOST III	$5,520,000					$5,520,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns and increased use by freight.
Live Oak / Sunset Sidewalks		LOST III	$300,000					$300,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Project let for Design in 2009 will be constructed in 2010
Neighborhood Enhancements	Countywide	LOST III		$1,400,000	$ 700,000	$700,000	$2,800,000	$5,600,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Program to provide amenities based on warranted needs.
Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.
		FDOT			$2,445,000			$2,445,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 12
Olive Rd Corridor - Phase I	Davis and Old Palafox	LOST III	$5,900,000					$5,900,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT deeded road to the county in 2011. Design currently underway construction expected in 2013
Perdido Key Design	AL state line to ICWW Bridge	FDOT			$2,732,000			$2,732,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 22, Design Funds pushed due to a Federal Required EIS
Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/ FDOT TRIP			6,553,680	37,137,520		$43,691,200	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
Perdido Key Drive PD&E	Perdido Key Dr between AL and the south end of the ICWW Bridge	FDOT							G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 19, Active with EIS.
Sorrento PD&E	ICWW Bridge to Blue Angel Pkwy	FDOT							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design Active

Pinestead / Longleaf Design & Construction		LOST III	$157,064		$8,000,000	$8,190,000		$16,347,064	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #11.
Resurfacing	Countywide	LOST III	$1,228,674	$3,452,804	$1,750,000	$1,732,689	$1,584,622	$9,748,789	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Annual Program
Sidewalks Design / Construction		LOST III	$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Safe Walk to School support program.
Sidewalks District 1		LOST III	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Commissioner Request for Residential areas and School areas
Traffic Calming	Countywide	LOST III				$200,000		$200,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Program for identified Neighborhood Traffic areas.
W Roberts Rd Widening		LOST III	$250,000					$250,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns due to Sector Plan
DRAINAGE											
Project Name	**Location**	**Funding Source**	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**Total Project Cost**	**Code**	**Comp Plan Objectives**	**Notes**
Avery Street Drainage	Avery	LOST III			$1,000,000					COA 1.1.5 INF 3.1.9	
Beach Haven	Beach Haven	LOST III			$1,700,000					COA 1.1.5 INF 3.1.9	
Coral Creek Subdivision	Coral Creek	LOST III		$785,000						COA 1.1.5 INF 3.1.9	
Cove Avenue/Barmel		LOST III		$1,328,000						COA 1.1.5 INF 3.1.9	
Crescent Lake		LOST III				$4,000,000				COA 1.1.5 INF 3.1.9	
Drainage Basin Studies		LOST III	$450,000							COA 1.1.5 INF 3.1.9	
Eleven Mile Creek Restoration		LOST III			$1,000,000					COA 1.1.5 INF 3.1.9	
Englewood Drainage Improvements		LOST III			$1,000,000					COA 1.1.5 INF 3.1.9	
Fairchild Drainage Project		LOST III			$100,000	$600,000				COA 1.1.5 INF 3.1.9	
Ferry Pass Zones 4&5		LOST III			$120,000					COA 1.1.5 INF 3.1.9	
Ferry Pass Zone 2		LOST III			$180,000					COA 1.1.5 INF 3.1.9	
Gulf Beach Hwy		LOST III	$6,000,000							COA 1.1.5 INF 3.1.9	
Hwy 297 Drainage		LOST III					$1,772,000			COA 1.1.5 INF 3.1.9	
Jackson St, Elysian Drainage		LOST III	$1,500,000							COA 1.1.5 INF 3.1.9	
L St, Pond Expansion		LOST III	$600,000							COA 1.1.5 INF 3.1.9	
Myrtle Grove Jackson		LOST III				$1,350,000				COA 1.1.5 INF 3.1.9	
Rebel Rd		LOST III					$2,000,000			COA 1.1.5 INF 3.1.9	
Water Quality/Flood Control		LOST III					$190,000			COA 1.1.5 INF 3.1.9	
PARKS & REC											
Project Name	**Location**	**Funding Source**	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**Total Project Cost**	**Code**	**Comp Plan Objectives**	**Notes**

Bayou Grande Development & Maintenance		LOST III		$200,000	$1,700,000					CHAPTER 13 GOAL REC 1	
Land Adquisition		LOST III	$200,000	$200,000	$200,000	$200,000	$200,000			CHAPTER 13 GOAL REC 1	
MdDaid Community Center		LOST III								CHAPTER 13 GOAL REC 1	
Park Development		LOST III	$736,899	$1,510,702	$1,110,702	$1,110,702	$1,110,702			CHAPTER 13 GOAL REC 1	
Park Maintenance Equipment		LOST III	$68,182	$68,182	$68,182	$68,182	$68,182			CHAPTER 13 GOAL REC 1	
Park Mowing		LOST III								CHAPTER 13 GOAL REC 1	
Equestrian Center Sound System Improvement		LOST III								CHAPTER 13 GOAL REC 1	
SOLID WASTE											
Project Name	**Location**	**Funding Source**	**FY 2013**	**FY 2014**	**FY 2015**	**FY 2016**	**FY 2017**	**Total Project Cost**	**Code**	**Comp Plan Objectives**	**Notes**
Landfill Mining	Section 5	Solid Waste Fund		$200,000	$8,831,000	$200,000	$5,921,000			OBJ INF 2.1	
Leachate Pipeline to International Paper		Solid Waste Fund	$1,300,000							OBJ INF 2.1	
Landfill Gas Expansion										OBJ INF 2.1	
Landfill Gas Migration										OBJ INF 2.1	

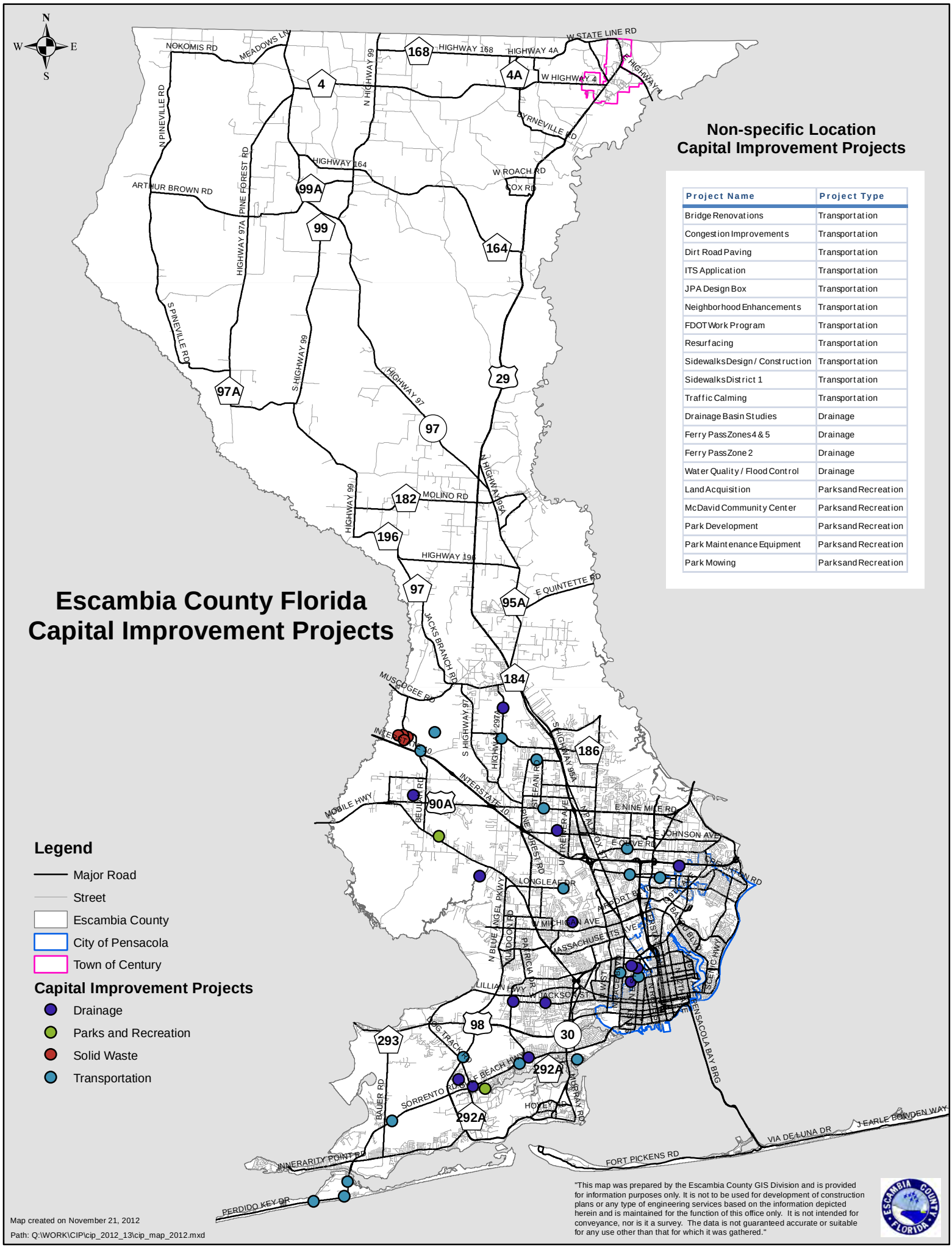
FY 2012-2016 CIE Annual Update

Back-up documents

FY 2012-2016 CIE Annual Update

CIP Projects 2012-2013 Map

Escambia County Florida
Capital Improvement Projects



Non-specific Location Capital Improvement Projects

Project Name	Project Type
Bridge Renovations	Transportation
Congestion Improvements	Transportation
Dirt Road Paving	Transportation
ITS Application	Transportation
JPA Design Box	Transportation
Neighborhood Enhancements	Transportation
FDOT Work Program	Transportation
Resurfacing	Transportation
Sidewalks Design / Construction	Transportation
Sidewalks District 1	Transportation
Traffic Calming	Transportation
Drainage Basin Studies	Drainage
Ferry Pass Zones 4 & 5	Drainage
Ferry Pass Zone 2	Drainage
Water Quality / Flood Control	Drainage
Land Acquisition	Parks and Recreation
McDavid Community Center	Parks and Recreation
Park Development	Parks and Recreation
Park Maintenance Equipment	Parks and Recreation
Park Mowing	Parks and Recreation

Legend

- Major Road
- Street
- Escambia County
- City of Pensacola
- Town of Century

Capital Improvement Projects

- Drainage
- Parks and Recreation
- Solid Waste
- Transportation

"This map was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

Map created on November 21, 2012

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FY 2012-2016 CIE Annual Update

Office of Management & Budget Documentation

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
FUND:	**GENERAL FUND**					
	Animal Services					
1	Surgical Equipment Replacements	2,500	0	0	0	0
	Information Resources					
1	Laptops (213)	253,500	0	0	0	0
1	Network Switches (25)	102,500	0	0	0	0
	Facilities Management					
1	Air Conditioner Upgrade (Judicial Building)	6,890	0	0	0	0
1	E-Z Go Gas Carry-All Cart	6,757	0	0	0	0
1	Ford F-250 Service Vehicles (3)	82,652	0	0	0	0
1	Ford F-350 Utility Vehicle	42,746	0	0	0	0
1	Geothermal Well Installation & Consulting	125,200	0	0	0	0
1	Install Additional AC Unit for Communications Room (Central Office Complex)	19,965	0	0	0	0
1	Light Retrofit @ Miscellaneous Buildings - Energy Conservation (Misc Bldgs)	37,437	0	0	0	0
1	Replace Boiler Condensation Tanks & Piping (Main Jail)	140,000	0	0	0	0
1	Web Interface (Judicial Building)	6,857	0	0	0	0
	Public Information					
1	Production Room Equipment Replacement	35,000	0	0	0	0
	Supervisor of Elections					
1	Cisco Switch	7,000	0	0	0	0
1	Server	14,000	0	0	0	0
	Total General Fund	**883,004**	**0**	**0**	**0**	**0**
FUND:	**OTHER GRANTS AND PROJECTS**					
	Florida Boating Improvement Funds					
110	Acquistion of property and Constructing a Boat Ramp on Perdido Bay	60,000	0	0	0	0
	Total Other Grants and Projects Fund	**60,000**	**0**	**0**	**0**	**0**
FUND:	**ARTICLE V FUND**					
	State Attorney - Escambia County (Circuit Criminal)					
115	Laptops (15)	21,000	0	0	0	0
	State Attorney - Santa Rosa County					
115	Network Printers (2)	3,600	0	0	0	0
115	Network Switch	1,000	0	0	0	0
	State Attorney - Okaloosa County					
115	Laptops (10)	14,000	0	0	0	0
	Public Defender - Escambia County					
115	STAC and BOMS annual maintenance fees	11,950	0	0	0	0
	Public Defender - Santa Rosa Technology					
115	STAC and BOMS annual maintenance fees	11,950	0	0	0	0
	Public Defender - Okaloosa Technology					
115	STAC and BOMS annual maintenance fees	11,950	0	0	0	0
	Public Defender - Walton Technology					
115	STAC and BOMS annual maintenance fees	11,950	0	0	0	0
	Court Technology					
115	Laptops (10)	14,500	0	0	0	0
	Court Security Division - Escambia County					

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
115	Security Equipment	5,000	0	0	0	0
	Total Article V Fund	**106,900**	**0**	**0**	**0**	**0**
FUND:	**CDBG HUD ENTITLEMENT FUND**					
	2012 HUD Community Block Development					
129	Fire Hydrant/Main Upgrade Improvements	120,000	0	0	0	0
129	County Facility H/C Access Improvements	50,000	0	0	0	0
129	Neighborhood Improvement Projects (CRA & County Projects TBD)	200,719	0	0	0	0
	2011 HUD Community Block Development					
129	Fire Hydrant/Main Upgrade Improvements	15,150	0	0	0	0
129	County Facility H/C Access Improvements	45,000	0	0	0	0
129	Neighborhood Improvement Projects (CRA & County Projects TBD)	225,095	0	0	0	0
	2010 HUD Community Block Development					
129	County Facility H/C Access Improvements	70,000	0	0	0	0
129	Neighborhood Improvement Projects (CRA & County Projects TBD)	110,000	0	0	0	0
	2009 HUD Community Block Development					
129	Neighborhood Improvement Projects (CRA & County Projects TBD)	60,000	0	0	0	0
	2008 HUD Community Block Development					
129	County Facility H/C Access Improvements	5,087	0	0	0	0
	Total CDBG HUD Entitlement Fund	**901,051**	**0**	**0**	**0**	**0**
FUND:	**COMMUNITY REDEVELOPMENT FUND**					
	Community Redevelopment Brownsville					
151	Property Acquisition - Frontera Circle	175,000	0	0	0	0
151	Pace Boulevard Lighting	25,000	0	0	0	0
	Community Redevelopment Warrington					
151	Navy Boulevard Improvements	50,000	0	0	0	0
	Community Redevelopment Barrancas					
151	Lexington Terrace Park Improvements	100,000	0	0	0	0
	Total Community Redevelopment Fund	**350,000**	**0**	**0**	**0**	**0**
FUND:	**MASTER DRAINAGE BASINS**					
	Engineering					
181	Drainage Projects	38,765	0	0	0	0
	Total Master Drainage Basins	**38,765**	**0**	**0**	**0**	**0**
FUND:	**LOCAL OPTION SALES TAX III**					
	Public Facilities & Projects					
352	District IV Project	0	0	0	0	880,000
352	Libraries/Community Center	0	0	0	0	875,000
352	Maintenance Shop/Storage - Main Jail	0	0	0	0	125,000
352	Old Molino School	0	125,000	0	0	0
352	Wedgewood School	260,000	0	0	0	0
352	Voting Machine Replacements - Supervisor of Elections	3,533,483	0	180,620	85,000	0
352	4-H Barn/Pig Farm	0	250,000	0	0	0
352	Englewood/Boys & Girls Club	0	150,000	0	0	0
352	Stefanie Road Building Expansion/4H	1,350,000	0	0	0	0
	Judicial Capital Improvements					
352	Build out Judges Chambers on 5th Floor	0	2,000,000	0	0	0
	Neighborhood & Environmental Services (NESD)					
352	Beachhaven Drainage Project	0	0	0	215,000	0
352	Canoe Creek Erosion Control	16,833	0	0	0	0
352	Chronic Homeless Transition/Transitional Housing for the Homeless	0	500,000	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
352	CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	0	0	0	0	228,000
352	Environmentally Sensitive Lands Acquisition and Mitigation Bank	83,167	100,000	100,000	100,000	100,000
352	Navy Boulevard Project	790,000	982,000	10,000	0	0
352	Palafox Commerce Park Infrastructure	0	0	190,000	0	0
	Parks and Recreation					
352	Bayou Grande Park Development & Maintenance	0	300,000	1,700,000	0	0
352	Land Acquisition	200,000	200,000	200,000	200,000	200,000
352	McDavid Community Center	0	0	0	0	0
352	Park Development	736,899	1,510,702	1,110,702	1,110,702	1,110,702
352	Park Maintenance Equipment	68,182	68,182	68,182	68,182	68,182
352	Park Mowing	0	0	0	0	0
352	Equestrian Center Sound System Improvement	0	0	0	0	0
	Fire Services					
352	Fire Station Kingsfield & 29	0	0	0	0	0
352	Fire Station in Beulah	0	0	1,904,380	0	0
352	Vehicle/Apparatus Replacement	250,000	998,659	998,659	998,659	998,659
	Public Safety					
352	3/4 Ton Cab/Chassis and/or 4WD P/U	50,370	51,880	53,385	54,933	55,000
352	Ambulances	680,000	700,000	720,000	925,000	950,000
352	Defibrillators	0	0	960,000	0	0
352	Handheld Pulse OX/Cap Machines	0	40,000	0	0	0
352	Laptop Computers	31,200	32,400	44,800	34,800	35,000
352	Mobile Radios	38,400	39,200	40,000	52,000	55,000
352	Portable Suctions	0	0	0	27,000	0
352	Stairchairs	0	0	30,000	0	0
352	Stretchers	0	0	150,000	0	0
352	Animal Transport Unit	15,347	15,807	16,281	16,770	17,000
352	Audio Visual Equipment Replacement	100,000	0	0	0	0
352	Portable Generator Replacement	0	0	22,000	22,000	0
352	Public Safety Vehicle 4x4 (Pre/Post Disaster)	0	38,000	135,000	62,000	0
352	Tractor/Chassis Replacement for Command Vehicle	0	0	300,000	0	0
	Transportation					
352	Beulah Road Improvements/Beltway	0	0	0	0	700,000
352	Bobe Street Sidewalks	0	0	300,000	0	0
352	Bridge Renovations	3,016,666	1,516,666	1,263,170	1,270,162	1,016,666
352	Burgess Road Sidewalks	0	0	0	350,000	0
352	Congestion Improvements	0	1,808,532	737,000	1,018,000	1,018,000
352	Dirt Road Paving	2,100,000	2,300,000	2,500,000	2,500,000	3,000,000
352	E Street (Leonard to Cervantes)	0	0	0	400,000	0
352	East/West Longleaf Drive	157,064	0	8,000,000	8,190,000	0
352	Drainage	0	0	0	3,000,000	0
352	Hwy 297A Widening (Box) and Drainage	0	0	0	0	0
352	I-10 Interchange/Beulah	0	0	0	0	0
352	ITS Application (Box)	0	0	0	0	1,462,936
352	JPA/Design Box	0	0	0	0	300,154
352	Kingsfield Extension	5,520,000	0	0	0	0
352	Live Oak/Sunset Avenue Sidewalk Project to Navy Point Bridge	300,000	0	0	0	0
352	Neighborhood Enhancements	0	1,400,000	700,000	700,000	2,800,000
352	Olive Road	5,900,000	0	0	0	0
352	Resurfacing	1,228,674	3,452,804	1,750,000	1,732,689	1,584,622
352	Sidewalks	500,000	500,000	500,000	500,000	900,000
352	Sidewalks District I	100,000	100,000	100,000	100,000	100,000
352	Traffic Calming	0	0	0	200,000	0
352	West Roberts Road (Lane Widening)	250,000	0	0	0	0
	Drainage					
352	Avery Street Drainage	0	0	1,000,000	0	0
352	Beach Haven	0	0	1,700,000	0	0
352	Coral Creek Subdivision Drainage	0	785,000	0	0	0
352	Cove Avenue/Barmel Drainage	0	1,328,000	0	0	0
352	Crescent Lake	0	0	0	4,000,000	0
352	Drainage Basin Studies	450,000	0	0	0	0
352	Eleven Mile Creek Restoration	0	0	1,000,000	0	0
352	Englewood Drainage/Neighborhood Improvements	0	0	1,000,000	0	0
352	Fairchild Drainage Project	0	0	100,000	600,000	0
352	Ferry Pass Zone 4 & 5	0	0	120,000	0	0
352	Ferry Pass, Zone 2 Drainage Project	0	0	180,000	0	0
352	Gulf Beach Highway	0	6,000,000	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

		Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
	352	Highway 297 Drainage	0	0	0	0	1,772,000
	352	Jackson Street, Elysian Drainage Improvements	0	1,500,000	0	0	0
	352	L Street Pond Expansion	0	600,000	0	0	0
	352	Myrtle Grove Jackson	0	0	0	1,350,000	0
	352	Rebel Road	0	0	0	0	2,000,000
	352	Water Quality/Flood Control	0	0	0	0	190,000
		Sheriff					
	352	Sheriff Facilities	0	0	0	0	7,561,796
	352	Sheriff P25 Radios	240,000	240,000	240,000	240,000	0
	352	Vehicle Replacement	2,941,818	2,941,818	2,941,818	2,941,818	3,181,818
		Total Local Option Sales Tax III Fund	**30,908,103**	**32,449,650**	**33,065,997**	**33,064,715**	**31,405,535**
FUND:		**SOLID WASTE FUND**					
		Administration Division					
	401	Desktop PC's (2)	2,800	0	0	0	0
	401	eCivis Software Licensing	5,000	0	0	0	0
	401	Laptop Computers (5)	7,000	0	0	0	0
	401	Printers (2)	3,500	0	0	0	0
		Engineering & Environmental Quality Division					
	401	Extended Cab 4x4 Pickup Truck	30,000	0	0	0	0
	401	Desktop PC (1)	1,200	0	0	0	0
	401	Desktop PC (2) (SX280 & Optiplex)	2,800	0	0	0	0
	401	Laptop Computer (1)	2,000	0	0	0	0
		Recycling Division					
	401	Recycling Containers (7)	25,000	0	0	0	0
	401	Roll-Off Truck	175,000	0	0	0	0
	401	4WD Utility Vehicle	30,000	0	0	0	0
		Palafox Transfer Station					
	401	Resurface Tipping Floor	125,000	0	0	0	0
	401	Install Irrigation System	15,000	0	0	0	0
		Operations Division					
	401	Bulldozer (60,000lb.)	300,000	0	0	0	0
	401	Desktop PC (Optiplex)	1,400	0	0	0	0
	401	Dump Truck (25 Ton 6x6 Articulated)	400,000	0	0	0	0
	401	Hydraulic Excavator (80,000lb.)	400,000	0	0	0	0
	401	Laptop Computer (1)	1,400	0	0	0	0
	401	Printer	2,000	0	0	0	0
	401	Tip Loader (4 yd High)	275,000	0	0	0	0
	401	Water Truck Conversion	100,000	0	0	0	0
		Projects Division					
	401	Landfill Mining - Section 5	0	200,000	8,831,000	200,000	5,921,000
	401	Leachate Pipeline to International Paper	1,300,000	0	0	0	0
		Total Solid Waste Fund	**3,204,100**	**200,000**	**8,831,000**	**200,000**	**5,921,000**
FUND:		**BUILDING INSPECTIONS FUND**					
		Administration Division					
	406	Replacement Laptops (5)	10,000	0	0	0	0
		Total Building Inspections Fund	**10,000**	**0**	**0**	**0**	**0**
FUND:		**EMERGENCY MANAGEMENT SERVICES**					
		EMS Billing Business Ops					
	408	Copier/Scanner	7,000	0	0	0	0
		Total Emergency Management Services Fund	**7,000**	**0**	**0**	**0**	**0**
FUND:		**CIVIC CENTER FUND**					

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
409	Building Exterior Doors	0	75,000	0	0	0
409	Credit Card Machines	20,000	0	0	0	0
409	Event Cabling Package	0	0	0	0	100,000
409	Exterior Lighting Fixtures Building Mounted	0	25,000	0	0	0
409	Hot Water Heaters (6)	0	0	0	50,000	0
409	HVAC Split Systems (4)	0	0	0	50,000	0
409	Ice Machines (10)	0	0	50,000	0	0
409	Irrigation System	0	0	50,000	0	0
409	Landscaping	30,000	0	0	0	0
409	New Zamboni	0	0	0	100,000	0
409	Plumbing Renovation (Visitors Locker Room)	0	0	100,000	0	0
409	Production Van (10 passenger)	0	50,000	0	0	0
409	Retractable Seating Replacement	0	0	0	0	100,000
409	Rebuild Munters Dehumidifiers (3)	120,000	0	0	0	0
409	Sound System	0	50,000	0	0	0
409	Tables and Chairs	30,000	0	0	0	0
	Total Civic Center Fund	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**
FUND:	**INTERNAL SERVICE FUND**					
501	Wellness Equipment	10,000	0	0	0	0
	Total Civic Center Fund	**10,000**	**0**	**0**	**0**	**0**
	GRAND TOTAL:	**36,678,923**	**32,912,150**	**42,096,997**	**33,464,715**	**38,466,535**

FORECAST

Description	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	FY 2016/2017
Countywide Property Tax Base	13,425,794	13,560,052	13,695,652	13,832,609	13,970,935
Unincorporated Property Tax Base	9,403,344	9,497,377	9,592,351	9,688,275	9,785,157
Historical % Increase in Ad Valorem	-0.31%	0.99%	0.99%	0.99%	0.99%
Countywide Millage Rate	6.9755	6.9755	6.9755	6.9755	6.9755
Law Enforcement Millage Rate	0.685	0.685	0.685	0.685	0.685

LOST III Planning					
Revenue and Project Projections					
	Budget	**Budget**	**Budget**	**Budget**	**Budget**
	2013	**2014**	**2015**	**2016**	**2017**
Revenue	$33,970,929.00	$34,480,493.00	$34,997,700.00	$35,522,666.00	$36,055,506.00
LAP Grant/10 Mile & Brosnaham					
LAP Grant/Crabtree Church & Sunshine Hill Rd					
Pinestead/Longleaf TIP Grant					
Bayou Chico/Jones Swamp Grant					
Maplewood Grant					
FDOT Funds					
FEMA/DCA Reimbursements					
Miscellaneous Grants					
Equestrian Revenues	150,000.00				
Interest					
Insurance Proceeds					
Sale of Equipment/Land					
ECUA Contributions					
Prior Year Refund/PJC					
Reimbursements					
UWF Campus Agreement					
Miscellaneous Revenues					
Stimulus Money					
Transfers from Fund 350					
Loan Proceeds					
Less: 5% Anticipated Receipts	(1,706,046.00)	(1,724,025.00)	(1,749,885.00)	(1,776,133.00)	(1,802,775.00)
Total Revenue	$32,414,883.00	$32,756,468.00	$33,247,815.00	$33,746,533.00	$34,252,731.00
Expenses:					
Public Safety	915,317.00	917,287.00	2,471,466.00	1,194,503.00	1,112,000.00
Public Facilities	5,143,483.00	525,000.00	180,620.00	85,000.00	1,880,000.00
Judicial	0.00	2,000,000.00	0.00	0.00	0.00
NESD	890,000.00	1,582,000.00	300,000.00	315,000.00	328,000.00
Parks	1,703,201.55	2,260,701.55	3,260,701.55	2,060,701.55	1,560,701.55
Fire Services	998,658.73	998,658.73	2,903,038.73	998,658.73	998,658.73
Sheriff	3,181,818.18	3,181,818.18	3,181,818.18	3,181,818.18	10,743,614.18
Transportation	19,072,404.00	11,078,002.00	15,850,170.00	19,960,851.00	12,882,378.00
Drainage	450,000.00	10,213,000.00	5,100,000.00	5,950,000.00	3,962,000.00
Total Expenses	$32,354,882.45	$32,756,467.45	$33,247,814.45	$33,746,532.45	$33,467,352.45

	Escambia County Local Option Sales Tax III					
	Public Facilities/Community Services					
	110267					
		Budget	**Budget**	**Budget**	**Budget**	**Budget**
#	**Project**	**2013**	**2014**	**2015**	**2016**	**2017**
	As Yet Unnamed Project/ District IV					880,000.00
	Libraries/Community Center	0.00	0.00		0.00	875,000.00
	Maintenance Shop/Storage - Main Jail		0.00			125,000.00
08PF0045	Old Molino School		125,000			
09PF0023	Wedgewood School	260,000.00				
08PF0028	Replacement of voting machines	3,533,483.00		180,620.00	85,000.00	
12PF1675	Stephanie Road Building Expansion/4H	1,350,000.00				
	4-H Barn/Pig Farm		250,000.00			
12PF1973	Englewood/Boys & Girls Club		150,000.00			
	Total	**$5,143,483.00**	**$525,000.00**	**$180,620.00**	**$85,000.00**	**$1,880,000.00**

	Escambia County Local Option Sales Tax III					
	Parks & Recreation					
	210802/220802					
		Budget	**Budget**	**Budget**	**Budget**	**Budget**
#	**Project**	**2013**	**2014**	**2015**	**2016**	**2017**
	Bayou Grande Park Development & Maintenance		300,000.00	1,700,000.00		
08PR0025	Brosnaham Soccer Center Development & Maintenance	**90,909.09**	90,909.09	90,909.09	90,909.09	90,909.09
08PR0031	Equestrian Center Development & Maintenance[1] - 350231	**233,409.09**	90,909.09	90,909.09	590,909.09	90,909.09
12PR1688	Land Acquisition	**200,000.00**	200,000.00	200,000.00	200,000.00	200,000.00
08PR0058	Park Development	1,110,701.55	1,510,701.55	1,110,701.55	1,110,701.55	1,110,701.55
08PR0068	Park Maintenance Equipment	68,181.82	68,181.82	68,181.82	68,181.82	68,181.82
	Total	**$1,703,201.55**	**$2,260,701.55**	**$3,260,701.55**	**$2,060,701.55**	**$1,560,701.55**

	Escambia County Local Option Sales Tax III					
	Natural Resources/Community Redevelopment					
	220102					
		Budget	**Budget**	**Budget**	**Budget**	**Budget**
#	**Project**	**2013**	**2014**	**2015**	**2016**	**2017**
	Beachhaven Drainage Project				215,000.00	
09NE0018	Creek and Stream Restoration	16,832.50				
	Chronic Homeless Transition/ Transitional Housing for the Homeless		500,000.00			
10NE0018	CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	0.00	0.00			228,000.00
08NE0028	Environmentally Sensitive Lands Acquisition and Mitigation Bank	83,167.50	100,000.00	100,000.00	100,000.00	100,000.00
12NE1992	Navy Boulevard Project	790,000.00	982,000.00	10,000.00		
	Palafox Commerce Park Infrastructure		0.00	190,000.00		
		$890,000.00	**$1,582,000.00**	**$300,000.00**	**$315,000.00**	**$328,000.00**

	Escambia County Local Option Sales Tax III					
	Court System					
	410149					
		Budget	**Budget**	**Budget**	**Budget**	**Budget**
#	**Project**	**2013**	**2014**	**2015**	**2016**	**2017**
	Build out Circuit Courtroom 4th Floor	$0.00				
	Build out Judges Chambers on 5th Floor		2,000,000.00			
	Elevator Modernization for Judicial Bldg.	0.00				
12JS1882	Judicial Center Improvements					
08JS0012	Security System-Judicial Center/Juvenile					
	Total	**$0.00**	**$2,000,000.00**	**$0.00**	**$0.00**	**$0.00**

	Escambia County Local Option Sales Tax III					
	Fire Services					
	330228					
		Budget	**Budget**	**Budget**	**Budget**	**Budget**
#	**Project**	**2013**	**2014**	**2015**	**2016**	**2017**
	Debt Service/330229	748,658.00	748,658.00	748,658.00	600,000.00	610,805.00
09FS0021	Fire Station in Beulah			1,904,380.00		
10FS0045	Fire Station Kingsfield & 29	$0.00		$0.00		
08FS0018	Vehicle/Apparatus Replacement	250,000.73	250,000.73	250,000.73	398,658.73	387,853.73
	Total	**$998,658.73**	**$998,658.73**	**$2,903,038.73**	**$998,658.73**	**$998,658.73**

	Escambia County Local Option Sales Tax III					
	Public Safety					
	330435					
		Budget	**Budget**	**Budget**	**Budget**	**Budget**
#	**Project**	**2013**	**2014**	**2015**	**2016**	**2017**
08PS0018	3/4 Ton Cab/Chassis and/or 4WD P/U	$50,370.00	$51,880.00	$53,385.00	$54,933.00	$55,000.00
08PS0028	Ambulances	680,000.00	700,000.00	720,000.00	925,000.00	950,000.00
	Defibrillators			960,000.00		
	Handheld Pulse OX/Cap Machines		40,000.00			
	Laptop Computers	31,200.00	32,400.00	44,800.00	34,800.00	35,000.00
	Mobile Radios	38,400.00	39,200.00	40,000.00	52,000.00	55,000.00
	Portable Suctions				27,000.00	
	Stairchairs			30,000.00		
	Stretchers			150,000.00		
08PS0048	Animal Transport Unit	15,347.00	15,807.00	16,281.00	16,770.00	17,000.00
10PS0058	Audio Visual Equipment Replacement	100,000.00				
08PS0108	Portable Generator Replacement			22,000.00	22,000.00	
08PS0078	Public Safety Vehicle 4x4 (Pre/Post Disaster)		38,000.00	135,000.00	62,000.00	
08PS0128	Tractor/Chassis Replacement for Command Vehicle			300,000.00		
		$915,317.00	**$917,287.00**	**$2,471,466.00**	**$1,194,503.00**	**$1,112,000.00**

	Escambia County Local Option Sales Tax III					
	Sheriff					
	540115					
		Budget	**Budget**	**Budget**	**Budget**	**Budget**
#	**Project**	**2013**	**2014**	**2015**	**2016**	**2017**
06SH0028/07SH0019	Sheriff Facilities		0.00			7,561,796.00
	Sheriff's P25 Radios	240,000.00	240,000.00	240,000.00	240,000.00	
08SH0018	Vehicle Replacement	2,941,818.18	2,941,818.18	2,941,818.18	2,941,818.18	3,181,818.18
	Total	**$3,181,818.18**	**$3,181,818.18**	**$3,181,818.18**	**$3,181,818.18**	**$10,743,614.18**

	Escambia County Local Option Sales Tax III					
	Transportation and Drainage					
	210107					
		Budget	**Budget**	**Budget**	**Budget**	**Budget**
#	**Project**	**2013**	**2014**	**2015**	**2016**	**2017**
	Transportation					
08EN0021	Beulah Road Improvements/Beltway					700,000.00
12EN2003	Bobe Street Sidewalks			300,000.00		
	Bridge Renovations	3,016,666.00	1,516,666.00	1,263,170.00	1,270,162.00	1,016,666.00
	Burgess Road Sidewalks				350,000.00	
	Congestion Improvements	0.00	1,808,532.00	737,000.00	1,018,000.00	1,018,000.00
08EN0068	Dirt Road Paving	2,100,000.00	2,300,000.00	2,500,000.00	2,500,000.00	3,000,000.00
	E Street (Leonard to Cervantes)				400,000.00	
08EN0078	East/West Longleaf Drive	157,064.00		8,000,000.00	8,190,000.00	
08EN0105	Drainage				3,000,000.00	
11EN1028	ITS Application (Box)					1,462,936.00
10EN0068	JPA/Design Box	0.00				300,154.00
08EN0132	to Navy Point Bridge	300,000.00				
12EN1738	Neighborhood Enhancements	0.00	1,400,000.00	700,000.00	700,000.00	2,800,000.00
10EN0363	Olive Road	5,900,000.00				
08EN0208	Resurfacing	1,228,674.00	3,452,804.00	1,750,000.00	1,732,689.00	1,584,622.00
08EN0228	Sidewalks	500,000.00	500,000.00	500,000.00	500,000.00	900,000.00
08EN0211	Sidewalks District I	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
08EN0268	Traffic Calming				200,000.00	
11EN0905	West Roberts Road (Lane Widening)	250,000.00				
11EN1405	Kingsfield Extension	5,520,000.00				
	Total Transportation	**$19,072,404.00**	**$11,078,002.00**	**$15,850,170.00**	**$19,960,851.00**	**$12,882,378.00**
	Drainage					
10EN0433	Avery Street Drainage			1,000,000.00		
08EN0272	Beach Haven			1,700,000.00		
08EN0301	Coral Creek Subdivision Drainage	0.00	785,000.00			
	Cove Avenue/Barmel Drainage		1,328,000.00			0.00
	Crescent Lake				4,000,000.00	
	Drainage Basin Studies	450,000.00	0.00	0.00	0.00	0.00
	Eleven Mile Creek Restoration			1,000,000.00		0.00
	Improvements			1,000,000.00		
08EN0524	Fairchild Drainage Project			100,000.00	600,000.00	
08EN0324	Ferry Pass Zone 4 & 5			120,000.00		
08EN0334	Ferry Pass, Zone 2 Drainage Project			180,000.00		
12EN1742	Gulf Beach Highway		6,000,000.00			
	Highway 297 Drainage					1,772,000.00
	Jackson Street, Elysian Drainage Improvements		1,500,000.00			
	L Street Pond Expansion		600,000.00			
09EN0572	Myrtle Grove Jackson				1,350,000.00	0.00
	Rebel Road	0.00			0.00	2,000,000.00
	Water Quality/Flood Control	0.00	0.00	0.00	0.00	190,000.00
	Total Drainage	**$450,000.00**	**$10,213,000.00**	**$5,100,000.00**	**$5,950,000.00**	**$3,962,000.00**

FY 2012-2016 CIE Annual Update

Parks & Recreation LOS Analysis

Report w/ Recreational Service District &

Park Location Map

Parks / Open Space LOS Analysis
Michael Rhodes, Department Director
Parks & Recreation

The current LOS standard for recreation and open space, as identified in the Escambia County Parks and Recreation Comprehensive Master Plan and in Comprehensive Plan Policy REC 1.3.6, is listed as follows:

Barrier Island RSD 1 acre/1000 people within the Recreation Service District.

Urban RSD 1 acre/1000 people within the Recreation Service District.

Suburban RSD 1 acre/1000 people within the Recreation Service District.

Rural RSD 1 acre/1000 people within the Recreation Service District.

When reviewing the current park inventory, Escambia County meets and or exceeds the adopted LOS for parks and recreation.

Recreation Service District	Park Classification	Acreage	Number of Locations
Barrier Island	Neighborhood	5.98	7
	Community Centers	0	0
	Regional	918	8
	Undeveloped	0	0
	TOTAL	**923.98**	**15**
Urban	Neighborhood	84.85	44
	Community Centers	16	5
	Regional	251.7	17
	Undeveloped	385	1
	TOTAL	**737.55**	**67**
Suburban	Neighborhood	99.38	24
	Community Centers	7	2
	Regional	762.65	19
	Undeveloped	7	2
	TOTAL	**876.03**	**46**
Recreation Service District	**Park Classification**	**Acreage**	**Number of Locations**
Rural	Neighborhood	9	4
	Community Centers	12	5
	Regional	291	12
	Undeveloped	0	0
	TOTAL	**312**	**21**

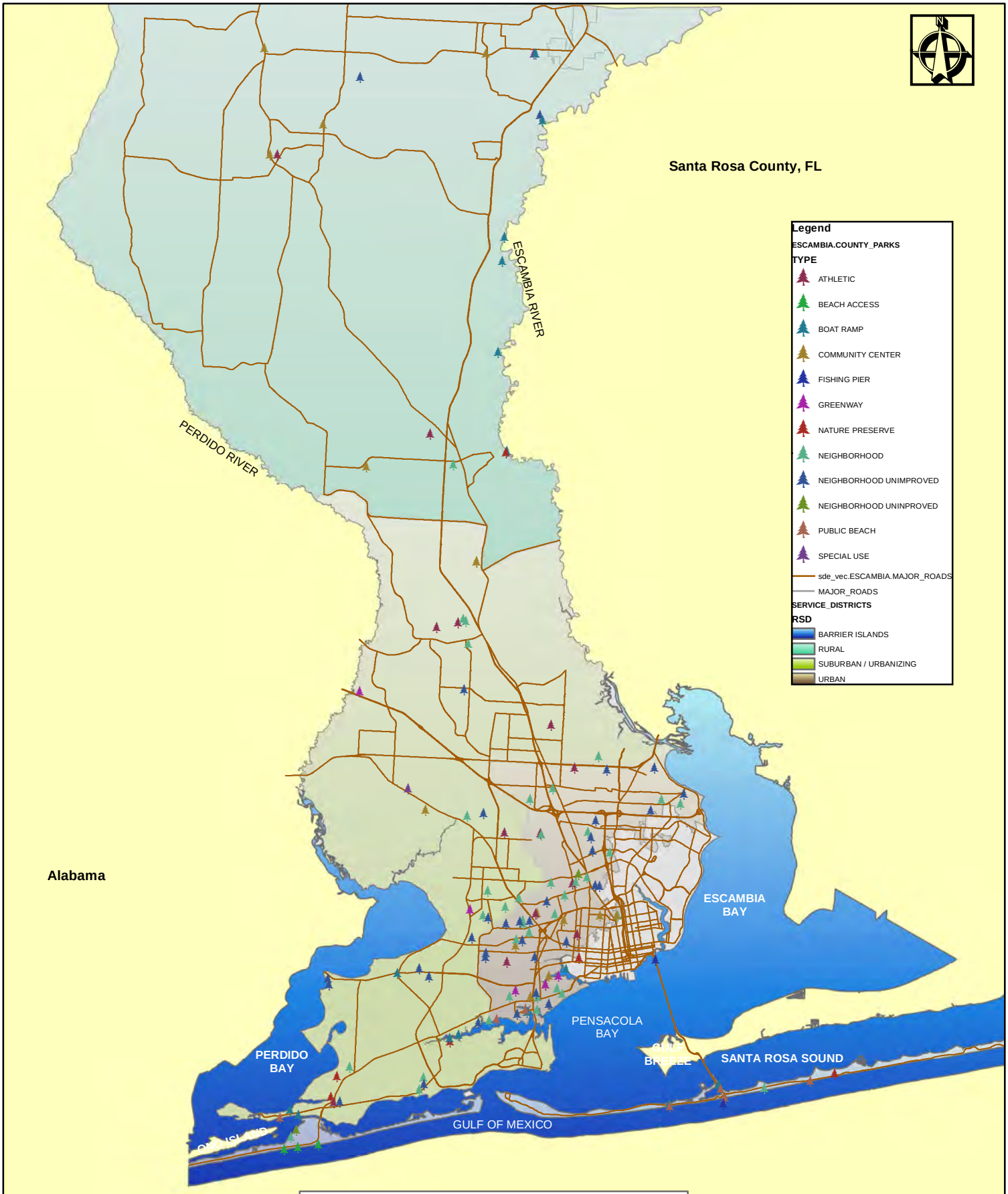
Escambia County has identified revised standards to include park categories, special use parks and amenities for the development of future and existing park inventory. The newly proposed LOS Standards for Parks and Recreational Facilities by Population are identified in the Escambia County 2007 EAR, Table 4.10.

The justification for including park development funding in the Capital Improvement Program is for the addition of park amenities, such as, playground structures, park shelters, sports fields and courts, open play spaces and nature trails.

Although the County has successfully maintained its adopted LOS standards for recreation and open space, these standards do not address the type of recreation or open space within each RSD, or any amenities provided on those properties. Therefore, additional LOS standards are needed.

NAME	TYPE	RSD	CATEGORY
HERITAGE LAKES NORTH	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
INNERARITY BEACH	PUBLIC BEACH	SUBURBAN / URBANIZING	NEIGHBORHOOD
SPANISH TRAIL VILLA	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
WILDLIFE SANCTUARY OF NW FLORIDA	NATURE PRESERVE	URBAN	COMMUNITY
AVIATION FIELD	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
BAARS FIELD ATHLETIC PARK	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
BELLVIEW ATHLETIC PARK	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
HARVEY C BRADBERRY - EARNEST WARD MEMORIAL PARK	ATHLETIC	RURAL	REGIONAL
BRENT ATHLETIC PARK	ATHLETIC	URBAN	REGIONAL
SANTA MARIA PLAZA	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
DON SUTTON PARK	ATHLETIC	RURAL	REGIONAL
JOHN R JONES JR ATHLETIC PARK	ATHLETIC	URBAN	REGIONAL
LEWIS POWELL PARK	ATHLETIC	URBAN	COMMUNITY
MAYFAIR COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
MYRTLE GROVE ATHLETIC PARK	ATHLETIC	URBAN	REGIONAL
RAYMOND RIDDLES PARK	ATHLETIC	URBAN	COMMUNITY
CANTONMENT YOUTH ATHLETIC PARK	ATHLETIC	SUBURBAN / URBANIZING	REGIONAL
BOGIA	BOAT RAMP	RURAL	COMMUNITY
MYSTIC SPRINGS BOAT RAMP	BOAT RAMP	RURAL	COMMUNITY
CORONADA BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	NEIGHBORHOOD
COTTON LAKE	BOAT RAMP	RURAL	COMMUNITY
GALVEZ BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	REGIONAL
HERON BAYOU BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	COMMUNITY
MOLINO FAIRGROUNDS PARK BOAT RAMP	BOAT RAMP	RURAL	COMMUNITY
NAVY POINT BOAT RAMP	BOAT RAMP	URBAN	REGIONAL
PENSACOLA SHIPYARD BOAT RAMP	BOAT RAMP	URBAN	REGIONAL
FELIX MIGA COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
FORTE ESTATES PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
SRIA - FORT PICKENS GATE BOAT RAMP	BOAT RAMP	BARRIER ISLANDS	REGIONAL
BEULAH PARK & COMMUNITY CENTER	COMMUNITY CENTER	SUBURBAN / URBANIZING	COMMUNITY
BLUFF SPRINGS	NEIGHBORHOOD UNIMPROVED	RURAL	COMMUNITY
BYRNEVILLE PARK & COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
DAVISVILLE COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
DORRIE MILLER PARK & COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
ENGLEWOOD PARK & COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
QUINTETTE ATHLETIC PARK & COMMUNITY CENTER	COMMUNITY CENTER	SUBURBAN / URBANIZING	COMMUNITY
AVONDALE PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
R L KING PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
BRENTWOOD PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
BRISTOL PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
CARRIAGE HILLS/CHARBAR PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
CARVER PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	COMMUNITY
CHIMES WAY PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
CORRY PARK I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
MAX DICKSON PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
DIEGO CIRCLE	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
HARVESTER HOMES PARK I	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
HARVESTER HOMES PARK II	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
LEXINGTON TERRACE PARK	COMMUNITY CENTER	URBAN	REGIONAL
JAUNITA WILLIAMS PARK	COMMUNITY CENTER	URBAN	COMMUNITY
LAKEWOOD PARK	GREENWAY	URBAN	NEIGHBORHOOD
LINCOLN PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
MEADOWBROOK PARK I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
MOLINO FAIRGROUNDS PARK	NATURE PRESERVE	RURAL	COMMUNITY
NAVY POINT WATERFRONT PARK	PUBLIC BEACH	URBAN	REGIONAL
O'CONNOR - COLLING COMMUNITY PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	COMMUNITY
OAKCREST PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
OAKFIELD ACRES I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
OLD ENSLEY SCHOOL PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
OSCEOLA PARK I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
REGENCY PARK	NEIGHBORHOOD	URBAN	COMMUNITY
SHADY TERRACE PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
SHELL ROAD PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
GENE PICKERILL PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
ST AUGUSTINE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
TANGEN HEIGHTS PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
TULIP PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
ASHTON BROSNAHAM PARK	ATHLETIC	SUBURBAN / URBANIZING	REGIONAL
HELLEN CARO ELEMENTARY SCHOOL	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
LAKE STONE CAMPGROUND	SPECIAL USE	RURAL	REGIONAL
SRIA - PENSACOLA BEACH SOUNDSIDE	NATURE PRESERVE	BARRIER ISLANDS	REGIONAL
PENSACOLA FISHING PIER	FISHING PIER	URBAN	REGIONAL
PERDIDO KEY (SANDY KEY)	BEACH ACCESS	BARRIER ISLANDS	REGIONAL
PERDIDO KEY 1 (GULFSIDE)	BEACH ACCESS	BARRIER ISLANDS	REGIONAL
PERDIDO KEY 2 (RIVER ROAD)	BEACH ACCESS	BARRIER ISLANDS	REGIONAL
MARIE ELLA DAVIS PARK & COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
OAK GROVE PARK & COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
AERO VISTA PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
WEDGEWOOD PARK	NEIGHBORHOOD	URBAN	COMMUNITY
SRIA - CROWLEY PARK	NEIGHBORHOOD	BARRIER ISLANDS	NEIGHBORHOOD
WOODLANDS PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
CIVITAN PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
TWIN LAKES ESTATES PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
RAINES TERRACE	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
RIVER GARDENS	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BARRINGTON COURT	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
MAYFAIR PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
OAKFIELD ACRES II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BEGGS LANE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
CORRY PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
GONZALEZ PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
SOUTH FAIRFIELD PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD

NAME	TYPE	RSD	CATEGORY
BRENDA LANE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	COMMUNITY
GARCON BAYOU NATURE PARK	NATURE PRESERVE	SUBURBAN / URBANIZING	COMMUNITY
SERENITY PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
RIVER ROAD PARK	NEIGHBORHOOD	BARRIER ISLANDS	NEIGHBORHOOD
OSCEOLA PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
MEADOWBROOK PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
OSCEOLA PARK III	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
OAK PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
STAR LAKE	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BRATT PARK	NEIGHBORHOOD UNIMPROVED	RURAL	NEIGHBORHOOD
PINE VALLEY	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
BARRINEAU PARK & COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
BILL DICKSON PARK	NATURE PRESERVE	SUBURBAN / URBANIZING	REGIONAL
NAVY POINT TRIANGLE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
WALNUT HILL COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
PERDIDO RIVER WALK	GREENWAY	SUBURBAN / URBANIZING	REGIONAL
EMERALD SHORES PARKS	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
LAKE STONE BOAT RAMP	BOAT RAMP	RURAL	REGIONAL
SRIA - QUIETWATER BEACH BOAT RAMP	BOAT RAMP	BARRIER ISLANDS	REGIONAL
MAYFAIR PARK I	ATHLETIC	URBAN	NEIGHBORHOOD
JONES SWAMP PRESERVE	GREENWAY	URBAN	REGIONAL
MOLINO FIRE DEPARTMENT PARK	NEIGHBORHOOD	RURAL	NEIGHBORHOOD
TREASURE HILLS PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	COMMUNITY
PERDIDO KIDS PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	REGIONAL
KINGSFIELD PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	COMMUNITY
SRIA - QUIETWATER BEACH RECREATION AREA	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
SRIA - CASINO BEACH RECREATION AREA	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
PERDIDO MANOR	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
WOODRUN PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
EL DORADO PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
VILLA DE CASA PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
HERITAGE LAKES	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
SRIA - FORT PICKENS GATE RECREATION AREA	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
WATERS BEACH PARK	NEIGHBORHOOD UNIMPROVED	SURBURBAN/URBANIZED	NEIGHBORHOOD
MURR HEIGHTS PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BAYOU GRANDE BLVD RIGHT OF WAY	PUBLIC BEACH	URBAN	REGIONAL
WELLER BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	NEIGHBORHOOD
SRIA - PENSACOLA BEACH GULF PIER	FISHING PIER	BARRIER ISLANDS	REGIONAL
PERDIDO BAY COUNTRY CLUB ESTATES	NATURE PRESERVE	SUBURBAN / URBANIZING	NEIGHBORHOOD
MARINERS OAKS	GREENWAY	SUBURBAN / URBANIZING	NEIGHBORHOOD
YOAKUM COURT	NEIGHBORHOOD UNINPROVED	URBAN	NEIGHBORHOOD
LEXINGTON TERRACE PARK	GREENWAY	URBAN	REGIONAL
BLUFF SPRINGS	BOAT RAMP	RURAL	COMMUNITY
BILL DICKSON PARK	BOAT RAMP	SUBURBAN / URBANIZING	REGIONAL
QUINTETTE ATHLETIC PARK & COMMUNITY CENTER	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
RIVER ROAD PARK II	NEIGHBORHOOD UNINPROVED	BARRIER ISLANDS	NEIGHBORHOOD
ESCAMBIA COUNTY EQUESTRIAN CENTER	SPECIAL USE	SUBURBAN / URBANIZING	REGIONAL
JACK REDDIX PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
SRIA - PENSACOLA BEACH EAST	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
SOUTH ESCAMBIA SPORTS COMPLEX	ATHLETIC	SUBURBAN	REGIONAL



ESCAMBIA COUNTY PARKS & SVC DISTRICTS 2012-2013

4 2 0 4 Miles

This map was prepared by the Escambia County Development Services and is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than

FY 2012-2016 CIE Annual Update

Solid Waste LOS Analysis Report

Solid Waste LOS Analysis - 2012

Brent Schneider
Department of Solid Waste Management
Manager Engineering & Environmental Quality

The adopted level of service standard for solid waste is a disposal rate of six pounds per capita per day. Escambia County continues to maintain its solid waste level of service commitments under the comprehensive plan, which is to provide adequate municipal solid waste disposal capacity of 6 pounds per capita per day by allocating funding for future landfill construction and closure of cells. These cells are required since the County must provide adequate disposal capacity for its citizens. The population growth is anticipated to be 1% for the near future, so the County funds the cell expansion as required to ensure there is no deficiency in required landfill capacity. Currently, the average waste acceptance is 700 tons/day and compaction density for our waste stream averages at least 1500 pounds per cubic yard. This compaction rate may change in the future as the methodology and waste compositions vary.

The Perdido Landfill has remaining filling capacity through the end of 2015 based on the current footprint. Perdido Landfill Mining Phase I was completed at the end of 2011 and will facilitate construction of the future expansion cell, Section 5 Cell 1A. Funding for construction of Section 5 Cell 1A will be included in Fiscal Years 2014 and 2015 at $7,500,000. Construction of Section 5 Cell 1A will begin in early 2014 and will be available for use in early 2015 with a four-year capacity.

Funding for the closure costs are accrued and escrowed each year as required by Chapter 62-701, F.AC,. The total acreage for the Perdido Landfill facility is 955 acres, which includes permitted disposal areas, service areas, materials recycling and yard waste recycling, 352 acres, conservation 172 acres and future expansion (Section Six), 431 acres. The current build-out for disposal is 141 acres, through Section 5, Cell 3 providing solid waste disposal capacity through 2033. Disposal capacity in Section Six is estimated at 50 to 70 years. All capital projects underway and into the near future are fully funded.

Clearly, with the appropriately timed expansions, the County has sufficient capacity at the Perdido Landfill to accommodate current development and growth during the planning period.

FY 2012-2016 CIE Annual Update

Storm water/Drainage LOS Analysis Report

UStormwater / Drainage LOS Analysis
Joy Blackmon, County Engineer

Escambia County has determined that proper management of stormwater is necessary to reduce the frequency of flooding and to improve the quality of runoff reaching surface water bodies. To this end, the County contracted with stormwater consultants to develop a Stormwater Master Plan that was completed in November 1994. The plan included inventories of existing stormwater systems throughout the County, and it included detailed studies of 3 of the county's 41 major watershed drainage basins. Also in the plan, future stormwater improvement projects were identified and ranked according to selected criteria. The preliminary Capital Improvement Plan Project List contained 87 proposed projects, and from this list, the County Commission selected 30 of the projects to be completed in a 3-year Capital Improvement Plan (CIP). It was the County's intent to periodically update the Stormwater Master Plan and construct the projects that were identified in the Capital Improvement Plan Project List in an orderly fashion.

In 1998, Escambia County was issued its first National Pollutant Discharge Elimination System (NPDES) Permit for its Municipal Separate Storm Sewer System (MS4). This permit was renewed in January 2012. One of the requirements of the NPDES Permit is a long-term stormwater quality-monitoring program designed to document and illustrate improvements in the County's stormwater management program. The NPDES Stormwater Monitoring Plan will be implemented for the duration of the permit (5 years), and it has the goal of identifying sources and impacts of specific stormwater pollutants, as well as identifying the most cost-effective stormwater controls.

In addition to the county's NPDES Permit water quality monitoring requirement, the Florida Department of Environmental Protection (FDEP) is conducting additional water quality monitoring within the Escambia Bay System, and within the Perdido Bay System. This additional sampling is being done to confirm which waterbodies will comprise the new 303(d) Verified List of Impaired Waters. The waterbodies that are placed on the Verified List will be required to have Total Maximum Daily Loads (TMDLs) calculated for them. These TMDLs will restrict future allowable discharges in watersheds that have one or more impaired waters, and thus potentially restrict future economic development in those impaired watersheds. FDEP has encouraged local governments to stay involved in the TMDL process, so the county has elected to assist FDEP with the additional TMDL sampling, data collection, and analysis in Escambia and Perdido Bay watersheds. These TMDL monitoring activities, as well as the NPDES Stormwater Monitoring Plan permit requirement, have necessitated the need for Escambia County to become more actively involved in assessing water quality by employing water quality sampling personnel and purchasing water quality sampling equipment.

In September 2003, the County prepared the *Escambia County Ambient Water Quality Report*, which is the first phase of the countywide watershed management approach. This report provides a preliminary evaluation of the status of water quality in Escambia County utilizing the FDEP methodology described in Chapter 62-303 F.A.C. (*Identification of Impaired Surface Waters* and *Criteria for Surface Water Quality Classification*). In this report, statistical analysis of water quality data was utilized to list and rank Escambia County water bodies according to their degree of water quality impairment. This ranking enables the county to prioritize stormwater and water quality improvement projects in those watersheds that are most impaired and, therefore, most in need of improvement projects.

In December 2003, the county prepared the *LOST Funding for Stormwater Management – Flooding and Water Quality Enhancement Program Report*, which is a review of flooding and stormwater quality improvement projects funded by the County's Local Option Sales Tax (LOST) program. Projects included in the report are the paving and stabilization of dirt roads to reduce sedimentation and turbidity in streams, and the installation of structural stormwater Best Management Practices (BMPs) to reduce flooding and improve water quality. Projects that were completed are reviewed in the report, and projects that are proposed are discussed to examine their anticipated benefits. This report effectively analyzes the flooding and water quality enhancement benefits that have been achieved by the County, and it updates the County's Stormwater Master Plan basin by basin.

Of the County's 41 watershed drainage basins, detailed basin master plan studies have been completed 18 of these basins. It is anticipated that additional basin studies will be contracted each of the successive years until all 41-basin master plan studies are completed. This watershed basin approach identifies current structural stormwater systems that exist in each drainage basin, surveys property owners within the basins to determine their concerns, and identifies recommended future stormwater and drainage projects that will reduce flooding and improve water quality in each basin.

Our current watershed study is focused on District 2. Existing basin studies are being reviewed to assist in prioritizing drainage projects in the District. The next basin study considered is Garcon Swamp and portions of the Southwest basin. Funds have been identified to initiate these basin studies during the 2012-2013 budget years.

County currently continues the Basin study program in an effort to stay ahead of anticipated growth in terms of water quality and flood control, correct existing deficiencies with flooding and water quality, and develop reasonable cost estimates and priority schedules to ensure proper planning and funding of future infrastructure needs.

CIP 2013-2017 TRANSPORTATION PROJECTS											
Project Name	Location	Funding Source	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total Project Cost	Code	Comp Plan Objectives	Notes
Beulah Interchange/Beltway		LOST III					700,000	$700,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support Future Interchange at I-10 and Beulah Rd.
Bobe Street Sidewalks		LOST III			300,000			$300,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Bridge Renovations	Countywide	LOST III	3,016,666	$1,516,666.00	1,263,170	1,270,162	1,016,666	$8,083,330	S	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to improve bridge safety countywide
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III					350,000	$350,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Local Safe Routes To School Program
Blue Angel Parkway Construction	Sorrento to US98	Bond/FDOT			5,033,700	28,524,300		$33,558,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2013. Will depend on Local Revenues
Burgess Extension Construction	Burgess/Creighton extension from Hilburn Dr to US 29	FDOT			$1,000,000	$1,000,000		$2,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Transportation Improvement Program Priority #8, pg 15. ROW & Const. funds committed in out years
Congestion Improvements	Countywide	LOST III		$1,808,532	$737,000	$1,018,000	$1,018,000	$4,581,532		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Projects to improve traffic and freight flow.
Dirt Rd Paving	Countywide	LOST III	$2,100,000	$2,300,000	$2,500,000	$2,500,000	$3,000,000	$12,400,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
E' Street Improvements	Texar to Cervantes	LOST III				$400,000		$400,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Gulf Beach Hwy (SR292) Corridor Study Projects	Navy Blvd to Sorrento	TPO/LOST III		$ 1,500,000				$1,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO pg 2.2. Design underway, ROW funded in 2013.
Highway 297A Widening		LOST III				$3,000,000		$3,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
ITS Application		LOST III / TPO					$1,462,936	$1,462,936	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #6 with annual funding
JPA Design Box		LOST III					$300,154	$300,154	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support the advancement of any 5-year FDOT projects if determined as a need.
Kingsfield Rd Extension	Hwy 97 to Hwy 99	LOST III	$5,520,000					$5,520,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns and increased use by freight.
Live Oak / Sunset Sidewalks		LOST III	$300,000					$300,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Project let for Design in 2009 will be constructed in 2010
Neighborhood Enhancements	Countywide	LOST III		$1,400,000	$ 700,000	$700,000	$2,800,000	$5,600,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Program to provide amenities based on warranted needs.
Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.
		FDOT			$2,445,000			$2,445,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 12
Olive Rd Corridor - Phase I	Davis and Old Palafox	LOST III	$5,900,000					$5,900,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT deeded road to the county in 2011. Design currently underway construction expected in 2013
Perdido Key Design	AL state line to ICWW Bridge	FDOT			$2,732,000			$2,732,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 22, Design Funds pushed due to a Federal Required EIS
Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/ FDOT TRIP			6,553,680	37,137,520		$43,691,200	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
Perdido Key Drive PD&E	Perdido Key Dr between AL and the south end of the ICWW Bridge	FDOT							G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 19, Active with EIS.
Sorrento PD&E	ICWW Bridge to Blue Angel Pkwy	FDOT							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design Active
Pinestead / Longleaf Design & Construction		LOST III	$157,064		$8,000,000	$8,190,000		$16,347,064	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #11.
Resurfacing	Countywide	LOST III	$1,228,674	$3,452,804	$1,750,000	$1,732,689	$1,584,622	$9,748,789	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Annual Program
Sidewalks Design / Construction		LOST III	$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Safe Walk to School support program.
Sidewalks District 1		LOST III	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Commissioner Request for Residential areas and School areas
Traffic Calming	Countywide	LOST III				$200,000		$200,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Program for identified Neighborhood Traffic areas.
W Roberts Rd Widening		LOST III	$250,000					$250,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns due to Sector Plan

FY 2012-2016 CIE Annual Update

Transportation & Traffic LOS Analysis Report

w/ De Minimis Report, Traffic Volume & LOS Report

and 2005 Federal Functional Classification Map

Transportation & Traffic LOS Analysis for 2013 – 2017 CIP
Colby Brown, Division Manager

Escambia County has implemented approximately $28 million of local funds (LOST III) from 2008 to 2011 with approximately $36 million budgeted for FY 2012-13. An additional $80 M is allocated between 2013 to 2017 part of which goes to ensure that we maintain the expected LOS on state and local roadways. Escambia County will continue to be a partner to ensure transportation needs are achieved.

Escambia County has a Concurrency Management System in place to integrate the updated transportation variables and ensure appropriate transportation infrastructure is available as development comes on-line. This system has been operational for more than ten years. The concurrency management system also ensures facilities will be in place to monitor development activities as well as area activities that may have an impact to county roadway infrastructure. The County will continue to use and pursue all alternatives to provide additional revenue sources to meet the growing demand for better mobility. These sources will include such resources as Proportionate Fair Share, Turn Lane Mitigation, Local Option Sales Tax, Transportation Regional Incentive Programs, County Incentive Grants, and Contributions by Development Agreements.

Escambia County conducts annual evaluations on all roadways exceeding 75% capacity used because Florida Department of Transportation (FDOT) annual counts have an 18 month delay for count data published. This will ensure no roadway will exceed capacity or action needed during the time laps. The typical concurrency report is based upon the Florida Traffic Information updated annually provided by FDOT. The FL-AL Transportation Planning Organization (TPO) runs the traffic models and prioritizes the list of FDOT projects as well as occasional County projects. Please reference the FL-AL TPO Cost Feasible Report and the Concurrency Management Systems Manual for more information on the methodology.

The Traffic Volume and Level of Service Report (LOS Report) for the County's roadway network is included in this report. The LOS standards for transportation are reviewed and adjusted (as necessary) to comply with the expected quality of travel. The County is exploring the link between transportation levels of service with respect to the expected future lane uses. The County will continue to provide LOS reports and potential mitigation options to County and local officials.

Escambia County De Minimus Records

Statewide trend of decreased traffic volumes have also been reflected on Escambia County roadways. The 2009 counts used in the county's traffic concurrency management system show that no roadway segments exceed 100 percent of capacity. Per s.163.3180(6) Florida Statutes there are no projects to report.

Road Name	Percent Capacity Used	Project Name	Evacuation Route

ESCAMBIA COUNTY FLORIDA 2005 FEDERAL FUNCTIONAL CLASSIFICATION

This map was prepared by Escambia County Development Services and is provided for information only. It is not to be used for development of contruction plans or any other type of engineering services based on the information depicted herein and is maintained for the function of this office only. Data is not guarrantied accurate or suitable for any use other than that for which it gathered.

0 2 4 6 8 10 12 Miles

FUNC_CLASS_NUMBER

- Pricipal Arterial-FIHS-SIS RURAL
- Principal Arterial-Rural
- Minor Arterial-Rural
- Major Collector-Rural
- Minor Collector-Rural
- Principal Arterial-FIHS-SIS URBANIZED
- Principal Arterial-Urbanized
- Minor Arterial-Urbanized
- Collector-Urbanized-Major & Minor
- TRIP Funded Arterial
- Emerging SIS Connector Funded Arterial
- LOCAL ROAD
- FL_AL TPO URBAN BOUNDARY

BUREAU: NEIGHBORHOOD & ENVIRONMENT SERVICES
DEPARTMENT: COMMUNITY AFFAIRS
DIVISION: MASS TRANSIT

MISSION STATEMENT

The mission of the Escambia County Area Transit System is to provide the citizens with mass transportation services throughout the Escambia County urban area in a safe, comfortable, efficient, and timely manner at a reasonable cost.

PROGRAM DESCRIPTION

Mass Transit is responsible for the County bus transportation program. This service is managed through a contract with First Transit. The program receives funding from passenger revenue, contributions from Escambia County, SRIA, UWF, FDOT, and FTA grants for capital expenses. ECAT also administers the Escambia County Complimentary Paratransit Service in compliance with the Americans with Disabilities Act, the County contribution to TDAC, the Non-urbanized area transportation program, and provides maintenance services to non-transit vehicles including fire service and EMS vehicles.

GOALS & OBJECTIVES – AT RECOMMENDED FUNDING LEVEL

- Maintain passenger ridership at the highest-level possible consistent with a service level determined by fiscal constraints.
- Maintain fare box revenue at the highest-level possible consistent with ridership and the latest BCC approved service level and fare structure.
- Reduce operating expenses to a minimum consistent with service level, fare box revenues, and federal, state and local contributions.

SIGNIFICANT CHANGES FOR 2012 – 2013

This FY13 ECAT budget is based on maintaining an overall cost that is in line with FY12. It is anticipated that farebox revenue will increase gradually as a result of the BCC approved FY08 fare increase and anticipated ridership increase. The FY12 service level will be maintained with adjustments as necessary due to TDP recommendations and fiscal constraints. Fuel cost increases may require further adjustments to the service level to remain within the funding constraints.

PERFORMANCE MEASURES

Fixed Route Description	2010-11 Actual	2011-12 Actual	2012-13 Proposed
Passenger Trips	1,152,375	1,318,201	1,320,000
Vehicle Miles per Capita	4.52	4.70	4.70
Passenger Trips per Capita	3.75	4.29	4.30
Revenue Miles between Roadcalls	9,382	8,914	9,400
Operating Revenue Per Operating Expense	20.1%	19.0%	19.0%
Operating Expense per Revenue Mile	$4.87	$4.96	$4.96

PERFORMANCE MEASURES

ADA Paratransit Service Description	2010-11 Actual	2011-12 Actual	2012-13 Proposed
Passenger Trips	56,381	56,186	56,200
Vehicle Miles per Capita	1.13	1.17	1.17
Passenger Trips per Capita	0.18	0.18	0.18
Operating Revenue Per Operating Expense	12.4%	11.6%	11.6%
Operating Expense per Revenue Mile	$3.74	$4.15	$4.15

STAFFING ALLOCATION

Position Classification	Pay Grade	2010-11 Authorized	2011-12 Authorized	2012-13 Proposed
No County Employees at ECAT.				

FY 2012-2016 CIE Annual Update

Mass Transit LOS Analysis Report

w/ ECAT Bus Routes Map & ECAT System Map

ECAT
ESCAMBIA COUNTY AREA TRANSIT

MEMORANDUM

To: Marilyn Wesley, Director, Community Affairs Department

From: Chris Westbrook, Finance Director, ECAT

Date: April 5, 2012

Re: FY11/12 and FY12/13 Mass Transit Operating and Capital Budgets (Funds 104 & 320)

The attached information for the FY11/12 and FY12/13 Mass Transit Budget is provided in accordance with the Escambia County FY2011/2012 Budget Preparation Manual.

1. Expenditure Budgets for FUND 104 Cost Centers 360501, 360503, 360504, 360520, 360522, and for the FUND 320 FY2012 Capital Grant;
2. Revenue Estimates for Fund 104, Mass Transit Fund and Fund 320, FTA Capital Projects Fund.
3. ECAT Goals and Objectives

The Operating Budgets for Mass Transit have been prepared at the Current Service Level with no wage increases, however, cost increases have been estimated for some cost items, i.e. Group Health Plans, Workers Compensation and Florida Unemployment Insurance, PL/PD Insurance, and several material and supplies items. Fuel cost has been increased to $3.75/gallon for FY2012, and to $4.50/gallon for FY2013. Fuel increases also result in increased costs for ADA Paratransit Services purchased from the CTC. It should be noted that the FY11 Federal Budget, and FTA apportionments, have not been finalized, therefore FTA and FDOT funding included in these budgets are estimates based on passed apportionments.

FDOT Planning documents indicate that Escambia County will receive an additional $ 1,498,333 in Service Development Funding for ECAT during fiscal years 2012, 2013, & 2014. This funding still must have final approval by both FDOT and the Governor, therefore it has not been included in these budgets. This funding provides for several routes already included in these budgets, and future service changes in accordance with the TDP currently being developed. If this funding is approved, it will result in a significant reduction in the County Contribution.

Please call me at 595-3228 ext. 218 if you require additional information.

cc: Larry Newsom, County Administrator
Kenneth Gordon, General Manager, ECAT
Regina Hall, Budget Analyst

1515 West Fairfield Drive • Pensacola, FL 32501 • 850 595-3228 • FAX 850 595-3222

Escambia County Area Transit System Map

Effective August 2012

Target Transfer Center
Transfer to Route: 43

Connect with Santa Rosa Transit: www.santarosa.fl.gov/transit

Bus Stop is on University Pkwy.

ECAT
Rosa L. Parks Complex
Transfer to Routes:
1 • 2 • 42 • 44 • 45 • 47
48 • 50 • 51 • 55 • 60 • 61

Pensacola State College Transfer Center
Transfer to Routes:
41 • 42 • 43 • 63

Downtown Transfer Center
(corner of Reus & Government Street)
Transfer to Routes:
2 • 41 • 42 • 44 • 45
48 • 57 • 58 • 61

See inset for Route 58.

Note: Some routes do not travel every trip as depicted on this map. Please see Ride Guide for route details or contact Customer Service.

N
Map not to scale.

Inset for: Route 58

EXHIBIT B

FY 2012-2016 CIE Annual Update

FL-AL TPO FY 2012-2016 TIP

Florida-Alabama TPO

Transportation Planning Organization

Fiscal Years 2013-2017

Project Priorities

Adopted: July 13, 2011

Amended: September 14, 2011

West Florida Regional Planning Council

Staff to TPO

"…planning for the future transportation needs of the Pensacola FL-AL Urbanized Area…"

For information regarding this document, please contact:

Elizabeth Schrey
TPO Staff/ WFRPC Transportation Planner
Elizabeth.schrey@wfrpc.org

4081 East Olive Road
Suite A
Pensacola, FL 32514

Telephone – 1.800.226-8914
Fax - 850.637.1923

This document is available at

http://www.wfrpc.org/fl-al-projectpriorities

"The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translations services (free of charge) should contact Rhonda Grice at (850) 332-7976, ext 214 or (1-800-995-8771 for TTY- Florida) or by email at Rhonda.grice@wfrpc.org

RESOLUTION FL-AL 11-09

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2013-2017 PROJECT PRIORITIES

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the Governor of the State of Florida and the Governor of the State of Alabama, to the Federal Transit Administration, and through the State of Alabama and State of Florida to the Federal Highway Administration; and

WHEREAS, the initial step in the development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

The TPO adopts the FY2013-2017 Project Priorities, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 13th day of July 2011.

FLORIDA- ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Kevin White, Chairman

ATTEST: _____

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FLORIDA-ALABAMA TPO PROJECT PRIORITIES
FISCAL YEARS 2013-2017

The Transportation Planning Organization (TPO) annually reviews and adopts transportation Project Priorities. The purpose of this document is to insure that transportation projects programmed by FDOT in the Five Year Work Program are consistent with local needs and plans for the TPO planning area. In accordance with state and federal laws, all modes of transportation must be addressed in the TPOs Project Priorities. These modes of transportation can be identified as Long Range Transportation Plan (LRTP) Capacity Projects, Transportation System Management (TSM) Projects, Enhancement Projects, Public Transportation Projects, and Seaport/Airport Projects.

LONG RANGE TRANSPORTATION PLAN (LRTP) CAPACITY PROJECTS

This category includes projects identified in the TPO 2035 Cost Feasible Long Range Transportation Plan. Two types of projects are addressed:

1. Major Capacity Projects - Includes the construction of new roads and highways, bridge capacity projects, interchanges and multi-lane upgrades of existing roads.
2. Other Projects – Includes funding set-asides for Bicycle Pedestrian Projects, Public Transportation, Corridor Management Plans and Projects and Improved Traffic Signal Operations.

TRANSPORTATION SYSTEM MANAGEMENT (TSM) PROJECT PRIORITIES

TSM Projects are generally low cost operational improvements to the transportation system, as opposed to major capacity projects. TSM Projects can typically be implemented within a short period of time. Examples of TSM Projects include adding turn lanes at intersections, updating traffic signals, modifying median openings and making other operational improvements. The typical source for TSM Project Priorities is the annual FDOT Traffic Operations Project Candidate List, which contains projects that have been warranted based on FDOT study. The funding source for these projects is District Traffic Operations Funds.

ENHANCEMENT PROJECT PRIORITIES

Transportation Enhancement projects are funded with a required federal funding set-aside for projects that enhance the existing transportation system. There are 12 qualifying activities that can be funded as enhancements:

1. Provide facilities for pedestrians and bicyclists
2. Provision of safety and educational activities for pedestrians and bicyclists
3. Acquisition of scenic easements and scenic or historic sites
4. Scenic or historic highway programs (including tourist and welcome center facilities)
5. Landscaping and scenic beautification
6. Historic preservation
7. Rehabilitation and operation of historic transportation buildings, structures or facilities
8. Conversion of railway corridors to trails
9. Control and removal of outdoor advertising
10. Archaeological planning and research
11. Environmental mitigation of runoff pollution and provision of wildlife connectivity
12. Establishment of transportation museums

PUBLIC TRANSPORTATION PROJECT PRIORITIES

Public Transportation Project Priorities are developed by the Escambia County Area Transit System (ECAT) and approved by the Escambia County Commission. These projects fall into two categories: Capital Improvements and Operating Assistance. Capital Improvements include the construction of facilities or purchase of equipment to maintain or expand service, while Operating Assistance provides the funds necessary to make up the difference between the revenue generated by the service and the actual cost of the service (commonly known as the operating deficit). The source of public transportation

projects is the Escambia County Transit Development Plan (TDP). Public Transportation Project Priorities are provided annually by ECAT and the Alabama Department of Transportation. Priorities are shown for each year from 2013 through 2017.

AVIATION AND SEAPORT PROJECT PRIORITIES

Seaport and Aviation Projects do not compete with transit and highway projects for funding. The following facilities are located in the TPO planning area:

- Port of Pensacola
- Pensacola Regional Airport
- Peter Prince Field

Priorities for the Port of Pensacola and Pensacola Regional Airport are submitted annually to the TPO. Santa Rosa County provides priorities for Peter Prince Field. The sources of seaport and aviation projects are master plans for each facility. Priorities are shown for each year from 2013 through 2017.

PUBLIC INVOLVEMENT

The TPO's emphasis on public involvement in the TIP process was during the project priority development stage in May, June, and July. There is a greater chance for the public to have an effect on changes to the TIP during the project priority development stage, than when the final TIP is endorsed nine months later. The TPO approach to ensuring the public is given opportunity to review the draft priorities is to run a local newspaper ad in the Pensacola News Journal and issue a general press release to all media. The ad and press release will provide a TPO staff contact name, who will answer inquiries, provide requested information, and serve as liaison to community representatives or groups. Staff members are available for Public Meetings and informational gatherings. A letter and schedule of public involvement opportunities will be sent to a list of community organizations to encourage their participation, including representatives of Title VI communities. The following procedure is employed to ensure public involvement throughout the development of the Project Priorities:

- May - Initial Draft Priorities reviewed at a community workshop
- June - Draft Project Priorities reviewed by Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC) and TPO Board
- June - Ad runs in Pensacola News Journal and general press release is issued asking for public comment. The Draft Project Priorities document is also placed on the TPO website at http://www.wfrpc.org/fl-al-projectpriorities for public review and comment.
- July - Final Draft Project Priorities are reviewed by the TCC, CAC and BPAC and their recommendations are provided to the TPO. The TPO must open a Public Hearing to take final comments before they can vote to adopt the Project Priorities.
- August – The Adopted Project Priorities are submitted to FDOT District 3 so they may begin revising their Work Program for the next planning cycle. The revised FDOT Work Program is then used in the creation of the annually created 5-year Transportation Improvement Program (TIP), which is also made available to the public for review and comment.

While the TPO uses criteria to develop the Project Priorities, please note that the TPO is not required to set Priorities according to the established criteria. The TPO has final authority to prioritize all projects as they see fit.

CAPACITY PROJECT EVALUATION CRITERIA

Project Status (weight 15)

- Project Scheduled for Construction in the Five Year Work Program /Capital Improvement Program or Project Scheduled for Right-of-Way or Design in First three years of Work Program **(Committed Project in Long Range Plan not subject priority ranking)**
- Right-of-Way scheduled in 4th or 5th year of Work Program — 3 points
- Final Design scheduled in 4th or 5th year of Year Work Program — 2 points
- Project Development and Environmental Study (PD&E), Completed, underway, or scheduled in the 5 Year Work Program — 1 point
- No Project Phases scheduled — 0 points

Source: DOT Five Year Work Program and Local Government Capital Improvement Program
Related Objectives: C.2 and E.1

Level of Service

A. Existing Level of Service based on TPO's Congestion Management System (weight 15)

- Level of Service E or F — 3 points
- Level of Service D — 2 points
- Level of Service C — 1 point
- Level of Service A or B — 0 points

B. Future Level of Service in 2035 for all project in the Needs Assessment (weight 10)

- Level of Service A, B, or C — 3 points
- Level of Service D — 2 points
- Level of Service E — 1 point
- Level of Service F — 0 points

Source: Florida-Alabama TPO and PBS&J
Related Objectives:A.8, C.4 and E.1

Hurricane Evacuation (weight 10)

- Hurricane Evacuation Route — 3 points
- Not an Hurricane Evacuation Route — 0 points

Source: Northwest Florida Hurricane Evacuation Restudy
Related Objectives: G.4 and G.5

Total Project Cost (weight 10)

- Less than $15,000,000 — 3 points
- $15,000,000 to Less than $30,000,000 — 2 points
- $30,000,000 to Less than $60,000,000 — 1 point
- $60,000,000 or Greater — 0 points

Source: DOT Project Cost Estimates
Related Objective s: C.7

Project Cost Sharing (Weight 10)

- 50% or more of project cost is included in local government funded Five Year Capital Improvements Program — 3 points
- 25% to less than 50% of project cost is included in local government funded Five Year Capital Improvements Program — 2 points
- 15% to less than 25% of project cost is included in local government funded Five Year Capital Improvements Program — 1 point
- 0 to less than 15% of project cost is included in local government funded Five Year Capital Improvements Program — 0 points

Source: Local Governments Capital Improvement Program.
Related Objectives: C.6

Project Environmental/Social Impacts (Weight 10)

- Project has gone through Project Development and Environmental Study and/or Efficient Transportation Decision Making review, which includes social and community impacts, and has no impacts or impacts are addressed — 3 points
- Project has moderate impacts — 2 points
- Project has substantial impacts — 1 points
- Project has impacts of potential dispute — 0 points

Source: Efficient Transportation Decision Making Process.
Related Objectives: D.4, D.6

Economic Development and Freight Movement (Weight 10)

- Project provides a direct connection to long term employment center (airports, industrial parks, tourist centers, military installations, and major economic activity centers identified in the Regional Freight Network Plan) — 3 points
- Project provides regional connection to facilitate freight movement (Strategic Intermodal System, Regional Significant Facilities, and "Highways of Commerce" identified in the Regional Freight Network Plan) — 2 points
- Project provides a connector to employment or freight routes listed above — 1 point
- Project does not directly Facilitate Economic Development or Freight Movement — 0 points

Source: SIS and Northwest Florida Regional TPO
Related Objectives: A.2, A.4, A.5, A.8, A.10, E.5, E.6, E.7, F.4, F.7, and F.8

Defense Access Route or Regionally Significant Facility that Crosses County and/or State Boundary (Weight 10)

- Project on Defense Access Route or Regionally Significant Facility — 3 points
- Project not on Defense Access Route or Regionally Significant Facility — 0 points

Source: DOT, Strategic Highway Network (STRAHNET), and Northwest Florida Regional TPO
Related Objectives: A.6., A.7, A.10, D.8, and E.7

Notes: (a) The maximum points a project can have in any one category is 3.
(b) The maximum total points a project can receive is **300** points:

Project Status	3*15 =45
Level of Service (Existing CMP)	3*15 =45
Level of Service (2035 Needs Assessment)	3*10 =30
Hurricane Evacuation	3*10 =30
Project Cost	3*10 =30
Project Cost Sharing	3*10 =30
Environmental/Social Impacts	3*10 =30
Economic Development and Freight Movement	3*10 =30
Defense Access Route	3*10 =30
Maximum Total Points	**300**

(c) The Florida-Alabama TPO has final authority to select the projects for inclusion in the Cost Feasible Plan and to rank them in the Project Priorities.

TRANSPORATION SYSTEMS MANAGEMENT (TSM) PRIORITY SELECTION CRITERIA

*(*AADT = Annual Average Daily Traffic)*

CRITERIA	SCORE
A. Level of Service (LOS) Issue Addressed	
Current Deficiency	5 POINTS
2009 Deficiency	3 POINTS
2014 Deficiency	1 POINT
Not Deficient	0 POINTS
B. Regionally Significant Roadway	
Yes	2 POINTS
No	1 POINT
C. Crash Rate	
Safety Ratio Greater than 2.00	3 POINTS
Safety Ratio from 1.00 to 2.00	2 POINTS
Safety Ratio less than 1.00	1 POINT
D. Has an Existing TPO Priority	
Yes	2 POINTS
No	1 POINT
E. Local Project Support	
High	5 POINTS
Medium	4 POINTS
Low	3 POINTS
F. Significant Freight Corridor	
Designated NHS Intermodal Connector or Truck Traffic more than 10% AADT*	3 POINTS
Truck Traffic 8-10% AADT	2 POINTS
Truck Traffic 5-7.99%	1 POINT

TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

CRITERIA	SCORE
1. Enhances public safety • Ten (10) points should be given to any on-road bicycle project (paved shoulders, designated bike lane) or sidewalk project that creates a safer travel situation for the bicyclist, the walker, and/or the motorist. Off-road facilities such as trails may also qualify, but only if they can feasibly be used as an alternative to a highway in order to reach a destination/ attractor. Mitigation, historic preservation, highway beautification projects, etc. would not normally qualify for these points.	10 POINTS
2. Enhances public safety within a two mile radius of a school • Fifteen (15) points should be assigned to any project providing a safer connection to a school within a two mile radius. After all projects have been ranked, this criterion can serve as a possible tie-breaker for any projects with the same score. One (1) extra point can be given to a project if it falls within a one mile radius of a school. Another point (1) may be given to projects serving an elementary school.	15 POINTS
3. Links existing transportation corridors • Ten (10) points should be given to a project if it connects to non-motorized facilities which already exist, thus completing a network.	10 POINTS
4. Provides mobility by non-motorized transportation to destinations and attractions • Eight (8) points should be given to any project that provides user access to any of the following: shopping centers, libraries, government offices, hospitals, tourist attractions, recreation areas, and parks. Only projects providing access to destinations more likely to be accessed by cyclists and pedestrians will receive these points.	8 POINTS

TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

CRITERIA	SCORE
5. Supports non-motorized transportation • Assign three (3) points to a project if it serves a bicyclist, three (3) points if it serves a walker, and three (3) points if it connects to a transit stop [ex: a sidewalk leading to a bus stop would get six (6) points].	3 POINTS FOR EACH MODE SERVED
6. Deals with roadside or median beautification or removal of billboards • Assign six (6) points to any project in which the applicant is applying for funds for any of these purposes.	6 POINTS
7. Promotes historic preservation or rehabilitation of historic transportation facilities, or acquisition of scenic easements • Assign five (5) points to any project in which the applicant is applying for funds for any of these purposes. It is possible that a trail project may be part of historic preservation.	5 POINTS
8. Mitigates transportation impacts to the environment • Assign eight (8) points to any project that minimizes environmental impacts, such as drainage outfall projects.	8 POINTS
9. Provides greenway to maintain wildlife habitat connectivity • Assign five (5) points to any project in which the applicant is applying funds for these purposes.	5 POINTS
10. Has an existing TPO priority ranking • One (1) point should be assigned for each year that a project has been on the TPO Enhancement Program list. There is no cap to the number of points a project can receive for this criterion.	1 POINT FOR EACH YEAR ON LIST
11. Provides for safety and education activities for pedestrians and bicyclists • Assign eight (8) points to any project which includes any type of education/safety training for children, such as the production of educational material, bicycle facility maps, etc.	8 POINTS

TRANSPORTATION ENHANCEMENT PROJECTS
PRIORITY SELECTION CRITERIA AND SCORES

CRITERIA	SCORE
12. Has documented support from the general public and other organizations • Staff will provide this information. Documented support is in the form of resolutions, letters, petitions, and/or minutes of public record. Support for projects by a large percentage of persons/businesses affected by the project will receive higher points. Eight (8) of these points will be given if a conceptual design presentation has been presented to the public and included with the application or resubmittal.	16 POINTS

NOTE: Each Transportation Enhancement Project must have a local government applicant/sponsor. The local government must support the project and sign a maintenance agreement in order for the project to be constructed. Scores are tabulated to determine each project's total score. The project with the highest total score is ranked number one, the second highest score number two, and so on. In the case of a tie score, the TPO decides which project should be ranked higher.

TABLE 1: FY13-17 COMMITTED PROJECTS NOT SUBJECT TO PRIORITY RANKING

Construction funded in the five-year Work Program

PROJECT NAME	FROM	TO	YEAR FUNDED	IMPROVEMENT
I-10	Davis Highway	Scenic Highway	2014/15	6 lanes
Avalon Boulevard	Commerce Rd	SR10/US90	Underway	4 lanes
Avalon Boulevard	N. Of CSX Railroad Bridge	S. of Commerce Rd	Underway	4 lanes
Avalon Boulevard	S. of Moor's Lodge	N. of CSX Railroad	Underway	4 lanes
Avalon Boulevard	I-10	S. of Moor's Lodge	Underway	4 lanes
SR87	N. of Five Forks Rd	Eglin AFB Boundary	Underway	4 lanes

TABLE 2: FY13-17 NON-STRATEGIC INTERMODAL SYSTEM (NON-SIS) PROJECT PRIORITIES

RANKING	PROJECT NAME	FROM	TO	PHASE	LRTP YEAR FUNDED	EVALUATION CRITERIA RANKING	IMPROVEMENT
1	**Corridor Management Plan/Studies (Appendix G)**	$130,000 Annually					
2	**Corridor Management Projects (Appendix G)**	$1,500,0000 Annually					
3	**Public Transportation Capital Improvements (Appendix E)[6]**	$300,000 Annually					
4	**Bicycle/Pedestrian Projects (Appendix B)**	$350,000 Annually					
5	**Traffic Signal Coordination (Appendix C)**	$300,000 Annually					
6	**ITS Master Plan Projects (Appendix F)**	[1]$2,800,000 Annually					
7	**Nine Mile Road**	Pineforest Road	US 29	ROW	2016-2020	[2]Committed	4 lanes
8	**Nine Mile Road**	Pineforest Road	US 29	CON.	2016-2020	[2]Committed	4 lanes
9	**Burgess Road**	US 29	I-110 Overpass	ROW	2021-2025	[2]Committed	4 lanes
10	**Burgess Road**	US 29	I-110 Overpass	CON.	2026-2030	[2]Committed	4 lanes
11	**[4]Pinestead-Longleaf**	Pineforest Road	US 29	ROW[7]	2021-2025 2031-2035	[2]Committed	4 lanes
12	**SR 87 North**	CR 87A (Langley St.)	TPO Urban Boundary	DESIGN	2031-2035	17	4 lanes
13	**US 90**	Airport Road	SR 87 South	PD&E	2026-2030	13	4 lanes
14	**[3]US 98**	Bayshore Drive	Portside Drive	ROW	2021-2025 2031-2035	[2]Committed	6 lanes
15	**[3]US 90**	Avalon Boulevard	Stewart Street	ROW	2021-2025 2031-2035	[2]Committed	6 lanes
16	**[3]US 90**	Avalon Boulevard	Stewart Street	CON.	2031-2035	[2]Committed	6 lanes
17	**Nine Mile Road**	I-10	Pine Forest Road	DESIGN	2016-2020	[2]Committed	4 lanes
18	**Nine Mile Road**	I-10	Pine Forest Road	ROW	2016-2020 2031-2035	[2]Committed	4 lanes
19	**Gulf Beach Highway**	Fairfield	Navy Boulevard	DESIGN	2021-2025	3	4 lanes
20	**Gulf Beach Highway**	Blue Angel Parkway	Fairfield Drive	DESIGN	2021-2025	10	4 lanes
21	**Sorrento Road**	S. end ICWW Bridge	N. end ICWW Bridge	DESIGN	2026-2030	13	4 lanes
22	**Sorrento Road**	N. end of ICWW Bridge	Blue Angel Parkway	DESIGN	2031-2035	13	4 lanes
23	**SR 87 Connector**	SR 87 South	SR 87 North	DESIGN	2016-2020	17	4 lanes
24	**Main Street**	A Street	Baylen Street	DESIGN	2021-2025	30	3 lanes
25	**Main Street**	A Street	Baylen Street	ROW	2026-2030	30	3 lanes
26	**Main Street**	Barrancas	A Street	PD&E	2016-2020	35	3 lanes

RANKING	PROJECT NAME	FROM	TO	PHASE	LRTP YEAR FUNDED	EVALUATION CRITERIA RANKING	IMPROVEMENT
27	**Main Street**	Barrancas	A Street	DESIGN	2021-2025	35	3 lanes
28	**Main Street**	Barrancas	A Street	ROW	2021-2025	35	3 lanes
29	**Main Street**	Barrancas	A Street	CON.	2026-2030	35	3 lanes
30	**[5]US 90**	SR 87 South	S.A. Jones Road	PD&E	2026-2030	N/A	4 lanes
31	**Express Bus Service and Maintenance**	Pensacola	Navarre		2021-2025	N/A	Bus Route

[1]Amount will be reconsidered once ITS Implementation Plan is completed

[2]Committed means Design or ROW complete or funded in the first three years of the work program

[3]Previously Other Capacity Project.

[4]Previously Alternative Revenue Funded Project Priority.

[5] Limits expanded at Cost Feasible Plan Advisory Committee Workshop (9/30/10). As a result, this project was not part of the Evaluation Criteria rankings which was completed prior to 9/30/10.

[6]Public Transportation funds are for the urbanized areas of Escambia and Santa Rosa Counties

[7]Escambia County has indicated they are funding ROW, the next phase to be funded after that is CST

TABLE 3: FY13-17 STRATEGIC INTERMODAL SYSTEM (SIS) PROJECT PRIORITIES

RANKING	PROJECT NAME	FROM	TO	PHASE	LRTP YEAR FUNDED	IMPROVEMENT
1	US 29	I-10	9 1/2 Mile Road	CON.	2026-2030	6 lanes
2	I-10	Escambia Bay Bridge	Avalon Boulevard	ROW	2021-2025	6 lanes
3	I-10	Escambia Bay Bridge	Avalon Boulevard	CON.	2021-2025	6 lanes

Source: FL-AL Resolution 06-14 Adopted June 2006

TABLE 4:

FY13-17 ALTERNATIVE OR LOCAL FUNDED PROJECTS NOT SUBJECT TO PRIORITY RANKING

PROJECT NAME	FROM	TO	PHASE	LRTP YEAR FUNDED
Berryhill Road	Five Points	West Spencer Field Road	N/A	N/A
Woodbine Road	US 90	[1]Five Points Intersection	N/A	N/A
East Spencer Field Road	US 90	South Spencer Field Road	N/A	N/A
Bell Lane	Sterling Way	US 90	N/A	N/A
Sterling Way	Bell Lane	Avalon Boulevard	N/A	N/A
SR 292 Perdido Key Drive	Alabama State Line	South End of ICWW Bridge	N/A	N/A

[1]Includes intersection improvement

FY13-17 POTENTIAL TOLL PROJECT PRIORITIES

PROJECT NAME	FROM	TO	EVALUATION CRITERIA RANKING	RANKING
New Pensacola Bay Crossing	Pensacola	Gulf Breeze	30	1
Eglin AFB/Hurlburt Field Bypass			39	2

TRANSPORTATION SYSTEMS MANAGEMENT (TSM)

TABLE 5:
COMMITTED TSM PROJECTS

(Funded for Construction within first 3 years of the Work Program)

CONSTRUCTION SCHEDULED	Project Description/Limits	IMPROVEMENT
FY 2012/2013 4256051	SR10A/US90 Scenic Hwy @ Blithewood Dr intersection	Add NB left turn lane w/100 ft of storage
FY2013/2014 4276481	SR296 Beverly Pkwy @ W St Intersection	Construct Eastbound right turn lane with 125 ft of storage
Completed July 2011	SR 289 9th Avenue @ SR742 Creighton Road	Exclusive Southbound right turn lane with 625 ft of storage

TABLE 6:
FY13-17 TSM PROJECT PRIORITIES

TPO PRIORITY	MAJOR STREET	MINOR STREET	DESCRIPTION	Estimated Cost
1	SR 289 9TH Avenue	SR 742 Creighton Road	Dual Northbound left turn lane with 360 ft of storage	$395,000 for CST $3,111,770 for ROW
2	SR 289 9TH Avenue	SR 742 Creighton Road	Dual Eastbound left turn lane with 495 ft of storage	$335,000 for CST $903,063 for ROW
3*	SR 727 Fairfield Drive	SR 10A Mobile Hwy	Extend Northbound left turn lane to 350ft	Unknown
4	SR 727 Fairfield Drive	SR 10A Mobile Hwy	Extend Southbound right turn lane to 500ft	$355,000 for CST $3,071,963 for ROW
5	SR 727 Fairfield Drive	SR 10A Mobile Hwy	Construct Eastbound right turn lane with 200ft of storage	$292,000 for CST $5,179,259 for ROW
6	SR 10A Scenic Hwy	Baywoods	Construct Northbound left turn lane with 100 feet of storage	$808,000 for CST $1,309,600 for ROW
7 (4298651 - CST in 14/15)	SR 87	CR 191 Munson Hwy	Construct a Northbound right turn lane with 150 ft of storage	$701,991 (Total in Work Program)
8	SR 10A Mobile Hwy	Woodside Drive	Construct a Westbound left turn lane with 150 feet of storage	$346,000 for CST $938,800 for ROW
9	SR 296 Bayou Blvd	12th Avenue	Construct Eastbound right turn lane with 600ft of storage	$975,000 for CST $34,701 for ROW
10	SR 296 Bayou Blvd	12th Avenue	Construct Westbound right turn lane with 600ft of storage	$225,000 for CST $3,001,545 for ROW
11	SR 296 Bayou Blvd	12th Avenue	Construct Eastbound left turn lane with 325 ft of storage	$660,000 for CST $63,569 for ROW
12	SR 95/US 29	SR 742 Burgess Road	Construct a Westbound left turn lane with 425ft of storage and	$330,000 for CST $1,371,100 for ROW
			Westbound right turn lane with 200ft of storage	$237,000 for CST $1,371,100 for ROW
13	SR 742 Creighton Road	Hilltop Road	Construct a Westbound left turn lane with 100 ft of storage	$260,000 for CST ROW costs unknown
14	SR 727 Fairfield Drive	65th St	Construct Eastbound right turn lane with 100 ft of storage	$240,000 for CST $129,700 for ROW
15	SR 292 Pace Blvd	Blount Street	Construct Northbound right turn lane with 100 ft of storage	Unknown
16	SR 292 Sorrento Road	CR292A Gulf Beach Hwy	Construct Eastbound right turn lane with 150 ft of storage	Unknown

***Will be completed through local Maintenance Funds per email from Dawne McKee (7/14/2011)**

ENHANCEMENT PROJECTS

TABLE 7:
COMMITTED ENHANCEMENT PROJECTS

(Not Subject to Ranking)

Project #	Project Name	From	To	Description
4206231	FL SR No. 1 Restoration Bike / Pedestrian Path	Canal leading to Marquis Basin	Approx. 3 mi west of Harold	Bike lane / sidewalks enhancement project East of Milton
4280991	Benny Russell Park Sidewalks	See description		Construct the following: (1) Sidewalks on the west side of West Spencer Field Rd, from Norris Rd to South Spencer Field Rd (2) Construct sidewalks all the way around NAS Spencer Outlying Field on the field side of the road

TABLE 8:
FY13-17 ENHANCEMENT PROJECT PRIORITIES

Priority	Project Name	From	To	Description
1	Tiger Point Soundside Connection (two part project)	See Description		1) Shared Use Path: 10-foot wide concrete shared use path on the south side of US 98 for 4,2000 feet fro Tiger Point Blvd to Central Parkway 2) Sidewalk: A 5-foot sidewalk 2,200 feet in length on Tiger Point Blvd East from US98 to pass-through opposite Madura to County Park.
2	Bagdad Heritage Trail	Southern terminus of Blackwater Heritage Trail	Old Bagdad Hwy	Design of 4,280' multi-use path and crossing over Pond Creek
3	Michigan Avenue/ Saufley Field Rd Sidewalks	Denver Avenue	NAS Saufley Field	Project will provide a complete pedestrian facility, 5-foot sidewalks on both sides, by connecting existing sidewalks within the corridor. Distance is approximately 1.87 miles.
4	King Middle School Sidewalk Connection	See Description		Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a connector between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St.
5	Henry Street Sidewalk	Main St/Old Bagdad Hwy	Historic Milton Train Depot	Sidewalk: 4,400 feet of sidewalk on the west side of Henry St (CR191) and pedestrian crossings on bridges over creeks.
6	Hamilton Bridge Rd Sidewalk	East Spencer Field Rd	Jim Dandy Lane (the eastern entrance to Crystal Creek subdivision)	Sidewalk: 5,500 feet of sidewalk on the south side of Hamilton Bridge Rd.

Table 9: FY13-17 Escambia County Area Transit, Santa Rosa Transit, and Transportation Disadvantaged

Work Program #	Project Description	Funding Source	%	Proposed 2013	Proposed 2014	Proposed 2015	Proposed 2016	Proposed 2017
	TD Escambia Trip & Equipment	State	90	517,784	517,784	517,784	517,784	517,784
	TD Santa Rosa Trip & Equipment	State	90	303,980	303,980	303,980	303,980	303,980
	TD Escambia Planning	State	100	23,387	23,387	213,387	23,387	23,387
	TD Santa Rosa Planning	State	100	19,968	19,968	19,968	19,968	19,968
4222571	Block Grant (Operating Assistance)	State	50	730,212	774,933	776,690	783,721	801,298
4222591	Urban Corridor Program davis Highway Service	State	100	350,000	400,000	400,000	400,000	420,000
4217331	Preventative Maintenance (Enhancement STP/Flex)	FTA	80	125,000	125,000	300,000	300,000	300,000
4222581	Capital projects Section 5307	FTA	80	3,200,000	3,200,000	3,200,000	3,200,000	3,200,000
4213681	Section 5311 Non-Urbanized Area Transportation	State	50	142,000	142,000	142,000	142,000	142,000
4202762	Section 5309 Purchase of Buses and Revenue Support Vehicles	FTA	80	1,344,000	1,344,000	1,344,000	1,344,000	1,344,000
4302871	Service Development (NAS - Downtown - Beach)	State	50	1,498,333	1,498,333	1,504,333		
	FTA 5316 JARC Administration	FTA	100	22,787	22,787	22,787	22,787	22,787
	FTA 5316 JARC Capital	FTA	80	100,000	100,000	100,000	100,000	100,000
	FTA 5316 JARC Operating	FTA	50	105,082	105,082	105,082	105,082	105,082
	FTA 5317 New Freedom Administration	FTA	100	12,783	12,783	12,783	12,783	12,783
	FTA 5317 New Freedom Capital	FTA	80	81,000	81,000	81,000	81,000	81,000
	FTA 5317 New Freedom Operating	FTA	50	34,047	34,047	34,047	34,047	34,047

AVIATION PROJECTS

TABLE 10: PENSACOLA REGIONAL AIRPORT PROJECT PRIORITIES FY 2013-2017

2012 (Carry-over from FY 11-15 Priorities)						
Priority	**FM Item**	**Description**	**Local CIP/PFC/other**	**FDOT**	**FAA/Federal**	**Total**
1	420300	Acquire Land - Air Commerce Park Phase 1	$ 134,562	$ 403,687		$ 538,249
2	4160501	Parking Garage Expansion**	$ 35,000,000			$35,000,000
3	4296091	Construct public surface parking lot	$ 1,800,000	$ 950,000		$ 2,750,000
4	TBA	Acquisition of Army Reserve Center	$ 3,400,000			$ 3,400,000
5	4096941	Apron Joint Seal Replacement and line removal	$ 45,000		$ 855,000	$ 900,000
6	4159441	Terminal Roadway Improvements Phase II	$ 110,000		$ 2,090,000	$ 2,200,000
7	TBA	Relocate Fuel Farm Phase 1	$ 20,000		$ 380,000	$ 400,000
8	TBA	Area-wide Wayfinding signage	$ 400,000			$ 400,000

2013						
Priority	**FM Item**	**Description**	**Local CIP/PFC/other**	**FDOT**	**FAA/Federal**	**Total**
1	420300	Acquire Land - Air Commerce Park Phase 1	$ 333,333	$1,000,000		$ 1,333,333
2	TBA	Covered Walkway and Parking Garage Rehabilitation	$ 2,200,000			$ 2,200,000
3	TBA	Relocate Fuel Farm _Phase 2	$ 45,000		$ 855,000	$ 900,000
4	TBA	Design Retention Pit Improvements	$ 45,000		$ 855,000	$ 900,000
5	TBA	Pave Interior Perimeter Road	$ 24,500		$ 465,500	$ 490,000
6	TBA	Environmental Assessment for ILS at R/W 35	$ 12,500		$ 237,500	$ 250,000
7	4074361	Airfield Pavement and lighting Rehab - design	$ 7,500		$ 142,500	$ 150,000
8	4096941	Expand GA Apron - Design	$ 17,550		$ 333,450	$ 351,000
9	TBA	Install Pedestrian Sidewalk/Bike Path	$ 300,000	$ 300,000		$ 600,000
10	TBA	Additional GA Ramp - Design	$ 20,000		$ 380,000	$ 400,000
11	TBA	Masterplan Update	$ 60,000		$ 1,140,000	$ 1,200,000

2014						
Priority	**FM Item**	**Description**	**Local CIP/PFC/other**	**FDOT**	**FAA/Federal**	**Total**
1	420300	Acquire Land - Air Commerce Park Phase 1	$ 333,333	$1,000,000		$ 1,333,333
2	4054901	Construct Hold pads	$ 60,500		$ 1,149,500	$ 1,210,000
3	TBA	Replace Perimeter Fence	$ 45,000		$ 855,000	$ 900,000
4	TBA	Remove old TRACON Building	$ 50,000		$ 950,000	$ 1,000,000
5	TBA	Purchase replacement ARFF vehicle	$ 35,000		$ 665,000	$ 700,000

2015						
Priority	**FM Item**	**Description**	**Local CIP/PFC/other**	**FDOT**	**FAA/Federal**	**Total**
1	TBA	Acquire Land Commerce Park - Phase 2	$ 166,667	$ 500,000		$ 666,667
2	4054931	EA/EIS for GA R/W 17L/35R	$ 11,450		$ 217,550	$ 229,000
3	TBA	Additional GA Ramp Construction	$ 150,000		$ 2,850,000	$ 3,000,000
4	TBA	Strengthen SW Ramp - Design	$ 10,000		$ 190,000	$ 200,000
5	TBA	Purchase Replacement ARFF Vehicle	$ 35,000		$ 665,000	$ 700,000

2016						
Priority	**FM Item**	**Description**	**Local CIP/PFC/other**	**FDOT**	**FAA/Federal**	**Total**
1	TBA	Acquire Land - Commerce Park - Phase 2	$ 307,297	$ 921,890		$ 1,229,187
2	TBA	Strengthen Cargo Ramp	$ 45,000		$ 855,000	$ 900,000
3	TBA	Design/Build Connecting Taxiways to additional T-Hangers	$ 47,750		$ 907,250	$ 955,000
4	TBA	Strengthen SW Ramp Construction	$ 65,000		$ 1,235,000	$ 1,300,000
5	TBA	Design GA Ramp Expansion	$ 30,000		$ 570,000	$ 600,000

2017						
Priority	**FM Item**	**Description**	**Local CIP/PFC/other**	**FDOT**	**FAA/Federal**	**Total**
1	TBA	Acquire Land - Commerce Park - Phase 2	$ 500,000	$1,500,000		$ 2,000,000
2	TBA	Relocate Helicopter Operations	$ 85,000		$ 1,615,000	$ 1,700,000
3	TBA	Additional GA Ramp Construction Phase 1	$ 65,000		$ 1,235,000	$ 1,300,000
4	TBA	Design Air Cargo Facility Phase 1	$ 400,000			$ 400,000
5	4119081	EA - R/W 17/35 Extension & ILS	$ 20,000		$ 380,000	$ 400,000
6	TBA	Terminal Building Apron Expansion	$ 75,000	$ 75,000	$ 2,850,000	$ 3,000,000
7	TBA	Purchase Replacement ARFF Vehicle	$ 36,150	$ 36,150	$ 686,850	$ 759,150
8	4096971	Design/Construct Taxiway to the SouthWest	$ 17,550		$ 333,450	$ 351,000
9	TBA	Extend Taxiway to additional hangars	$ 50,000		$ 950,000	$ 1,000,000
10	4119101	Design Air Cargo Facility - Utilities/Buildings/Apron Phase 3	$ 52,500		$ 997,500	$ 1,050,000
11	4181921	ILS/GPS Approach Runway 17/35 extension	$ 50,000		$ 950,000	$ 1,000,000
12	TBA	Construct Air Cargo Facility - Drainage Improvements Phase 1	$ 10,626		$ 201,875	$ 212,501
13	TBA	Airfield Pavement & Lighting Rehab - Construction Phase 1	$ 17,500		$ 332,500	$ 350,000
14	4119111	Design Air Cargo Facility Drainage Improvements Phase 1	$ 1,876		$ 35,625	$ 37,501
15	TBA	Design Air Cargo Facility - Utilities/Buildings/Apron Phase 1	$ 52,500		$ 997,500	$ 1,050,000
16	4074311	Extend Runway 17/35 & ILS Design	$ 37,000		$ 703,000	$ 740,000
17	TBA	Terminal Building Expansion - Feasibility Study	$ 12,500	$ 12,500	$ 475,000	$ 500,000

AVIATION PROJECTS

TABLE 11:
PETER PRINCE FIELD PROJECT PRIORITIES
FY 2013-2017

2013

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	417761	Construct/Expand/ Remove/Modify/ Relocate T-Hangars	56,000	224,000		280,000
2	TBA	Rehabilitate Runway	38,562	38,562	1,465,376	1,542,500
3	TBA	Construct/Expand/ Remove/Modify/ Relocate T-Hangars	120,000	480,000		600,000

2014

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Rehabilitate Runway	38,562	38,562	1,465,376	1,542,500

2015

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Construct Taxiway (Standards)	4,031	4,031	153,188	161,250

2016

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Construct Taxiway (Standards)	7,100	7,100	269,800	284,000

2017

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Construct/Expand Remove/Modify/ Relocate T-Hangars	120,000	480,00		600,000

SEAPORT PROJECTS

TABLE 12: PORT OF PENSACOLA PROJECT PRIORITIES
FY 2013-2017

Project	2013	Share	2014	Share	2015	Share	2016	Share	2017	Share		Project	Share
1. America's Marine Highways Terminal Development TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES	3,000,000 (1) (2)	1,500,000 (4) (5)										4,500,000	1,500,000
3. Berth 6 Rehabilitation TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES	1,950,000 (1)	650,000 (4)										2,600,000	650,000
4. Berth 6 Fender System Replacement TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES			1,200,000 (1)	600,000 TBD								1,800,000	600,000
5. Terminal Improvements					1,000,000 TBD	500,000 TBD	1,000,000 TBD	500,000 TBD	500,000 TBD	250,000 TBD		3,750,000	1,250,000
Totals	4,950,000	2,150,000	1,200,000	600,000	1,000,000	500,000	1,000,000	500,000	500,000	250,000		12,650,000	4,000,000

Notes:
(1) Florida Seaport Transportation Economic Development Council (FSTED) - Project Pending Approval
(2) USDOT - Maritime Administration Project Funding - Pending Application and Approval
(4) Port Funds
(5) Private Investment

Appendix A

Northwest Florida Regional Transportation Planning Organization (RTPO) TRIP Priorities

The RTPO identifies Transportation Regional Incentive Program (TRIP) Project Priorities for the Florida-Alabama TPO Okaloosa-Walton TPOs. The RTPO will adopt the TRIP Priorities at their June meeting; once the list is adopted it will be added to this document.

Northwest Florida Regional TPO

Gene Valentino
Chairman

Beverly Zimmern
Vice Chairman

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P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

June 20, 2011

Secretary Tommy Barfield
Florida Department of Transportation, District Three
P. O. Box 607
Chipley, FL 32428

RE: FY2012 Transportation Regional Incentive Program (TRIP) Project Priorities

Dear Secretary Barfield,

The Northwest Florida Regional Transportation Planning Organization (RTPO) is a partnership between the Florida-Alabama TPO and the Okaloosa-Walton TPO, thereby making it eligible for TRIP funding.

On June 15, 2011, the RTPO met to consider priorities for FY2012 TRIP applications that have been forwarded to the Department. The RTPO unanimously approved by adoption of Resolution NWFL 11-02 (attached) the following TRIP projects for submittal to the Department:

PROJECT	PROJECT APPLICANT
Pinestead-Longleaf Corridor	Escambia County
Destin Connector, Beach Drive to Benning Drive	City of Destin

The RTPO specifically wanted FDOT to note that while the applicants had ranked themselves on the provided ranking sheets from the RTPO staff, the RTPO did not feel it necessary to prioritize the projects. It is the hope of the RTPO that there will be adequate funding for both submitted projects.

The RTPO appreciates the opportunity to submit TRIP applications. If you have any questions regarding the applications, please feel free to contact me at (800) 226-8914 x228, or Marybeth.washnock@wfrpc.org.

Sincerely,

Mary Beth Washnock
RTPO Coordinator

Copy: Jason Alderman, FDOT
Alicia Woodham, FDOT
Jim DeVries, FDOT

Appendix B

Bicycle/Pedestrian Project Priorities

FY13-17 Bicycle & Pedestrian Priorities

Priority	Road Name	From	To	Mode	Recommended FacilityType/Improvement	LOS Bicycle	LOS Pedestrian	LOS Vehicle	Total Cost	Benefit-Cost Index	PriorityTier	Segment ID
1	**Navy Blvd Alternate Bike Route Old Corry Field Road**	Barrancas Ave	Navy Blvd	Bicycle	Bicycle Improvement and Signage 1.236 miles	D		B	n/a		5	
2	**Navy Blvd**	Gulf Beach Hwy	Pace Blvd	Bicycle Pedesrtian	3.38 miles Access Management on Navy Blvd	C	D	C	$916,295*		3	
3	**Davis Highway**	Fairfield Drive	Schubert Drive	Bicycle	2.785 miles, Designated bike lane if possible or re-stripe for wide outside lane	E		B	$1,395,947	0.09	3	
4	**Davis Highway(to include Alt.90 portion, sometimes referred to as 9 mile)**	Forsyth St	Scenic Highway	Bicycle	2.462 miles, Designated Bike Lane if possible/If not, Re-stripe for wide outside lane. Conversion of un-utilized on-street parking between US90 overpass and Scenic Hwy to a designated bike lane	E		B	$59,310**	4.82	4	
5	**9th Avenue**	Creighton Rd	Bayou Blvd	Bicycle	2.041 miles, Designated bike lane if possible or re-stripe for wide outside lane	E		C	$49,168**		2 &3	
6	**9th Avenue**	Cervantes St	Bayfront Pkwy	Bicycle	0.858 miles Designated bike lane if possible or re-stripe for wide outside lane	D		C	$19,165**		2	
7	**Sorrento Rd/ Gulf Beach Hwy**	CR 297	Patton Dr	Pedestrian	3.75 miles Sidewalks both sides		E	C/F (2 SEGMENTS)	$2,775,173*		2	
8	**Johnson Ave**	US 29	Olive Rd	Bike	6.135 miles Paved shoulders	N/A		N/A	$121,338**		n/a	
9	**Langley Ave**	Scenic Heights Elem School	Leesway Blvd	Pedestrian	Medians and pedestrian crossing		N/A	N/A	$6,818*		n/a	
10	**US 98 Gulf Islands National Seashore Eastbound alternative route**	3 Mile Bridge	Fairpoint Drive	Bicycle	2.07 miles Paved with shoulders and signage	N/A		N/A	$40,940**		n/a	
		Fairpoint Drive	Sunset Drive			N/A		N/A				
		Sunset Drive	Shoreline Dr			N/A		N/A				
		Shoreline Drive	US 98			N/A		N/A				
11	**US 98 Gulf Islands National Seashore Westbound alternative route**	McClure	Joachim		0.931 miles	N/A	N/A	N/A	$18,413**		n/a	
		Joachim	Daniel			N/A	N/A	N/A				
		N. on Daniel / Kenilworth	Northcliff			N/A	N/A	N/A				
		Northcliff	US 98			N/A	N/A	N/A				
12	**Park Ave**	SR 89	Byrom St	Pedestrian	0.505 miles sidewalks north side		N/A	N/A	$221,269*		n/a	
		Byrom St	SR 87	Pedestrian	0.27 miles Sidewalks south side							
		SR 87	Blackwater Heritage Trail	Pedestrian	.073 miles sidewalks on both sides							
13	**Creighton Road SR 742**	Plantation Rd	Davis Highway	Bicycle	Restripe Candidate	D		C	$8,672	4.08	I	171.1
14	**Garden Street/Alcaniz SR 30 (US 98)**	Tarragona Street	Gregory Street	Bicycle	Road Diet Candidate	D		D	$9,346	3.21	I	150.2
15	**12th Avenue**	Fairfield Drive	Bayou Boulevard	Bicycle	Restripe Candidate	D		B	$16,140	2.41	I	2.0
16	**E Street CR 443**	Cross St	Texar Drive	Bicycle	Restripe Candidate	D		C	$7,516	2.33	I	53.3
17	**SR 95 (US 29)**	Pace Boulevard/SR 292	Brent Lane/SR 296	Bicycle	Restripe Candidate	E		B	$16,189	2.22	I	197.0
18	**Saufley Field Road CR 296**	Muldoon Rd	Mobile Highway	Bicycle	Restripe Candidate	F		F	$17,405	1.24	I	33.1
19	**Main Street**	A Street	Baylen Street	Bicycle	Road Diet Candidate	D		B	$27,836	1.14	I	70.0
20	**Gulf Beach Highway SR 292**	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Bicycle	Restripe Candidate	D		F	$37,380	0.99	I	123.0
21	**9th Avenue SR 289**	Bayou Boulevard/SR 296	Langley Avenue	Pedestrian	Add Sidewalk (Minor Regrading)		D	C	$58,081	0.88	I	9.0
22	**17th Street**	Bayfront Parkway	S of RR Tracks	Pedestrian	Add Sidewalk (Minor Regrading)		North E South D	N/A	$37,287	0.79	I	213.0
23	**Fairfield Drive SR 295**	New Warrington Road, Leg C	W Street/CR 453	Pedestrian	Add Sidewalk (Minor Regrading)		D	B	$29,399	0.63	I	132.0
24	**Scenic Highway SR 10A(US 90)**	Strong Street	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)		D	C	$43,884	0.62	I	84.0
25	**SR 10 (US 90)**	SR 281/Avalon Boulevard	SR 87/Stewart Street	Bicycle	Restripe Candidate	D		D	$55,889	0.53	I	90.0
26	**Chiefs Way SR 294**	SR 295/New Warrington Road	US 98/Navy Boulevard	Bicycle	Add Paved Shoulders - Minor	D		D	$38,051	0.49	I	127.0
27	**Garden Street/Alcaniz SR 30 (US 98)**	Tarragona Street	Gregory Street	Pedestrian	Add Sidewalk (Minor Regrading)		East C West D	D	$35,136	0.49	I	150.2
28	**Chiefs Way SR 294**	SR 295/New Warrington Road	US 98/Navy Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)		C/D	D	$24,093	0.47	I	127.0
29	**Chase Street/1 Way EB SR 30 (Bus US 98)**	North Palafox Street	9th Ave	Pedestrian	Add Sidewalk (Minor Regrading)		D	C	$58,799	0.46	I	139.0
30	**E Burgess Road SR 742**	Plantation Road	Davis Highway/SR 291	Bicycle	Add Paved Shoulders - Major	E		C	$63,676	0.45	I	11.0
31	**Bayou Boulevard & Perry Avenue SR 296**	Hyde Park Road	Baldwin Avenue	Bicycle	Add Paved Shoulders - Minor	D		C	$80,857	0.45	I	134.1
32	**Bayou Boulevard & Perry Avenue SR 296**	Hyde Park Road	Baldwin Avenue	Pedestrian	Add Sidewalk (Minor Regrading)		North C South E	C	$73,140	0.43	I	134.1
33	**17th Street**	Bayfront Parkway	S of RR Tracks	Bicycle	DCSN	E		N/A	$70,932	0.43	I	213.0
34	**Fairfield Drive SR 727**	Bruce St	Mobile Highway/US 90/SR 10A	Bicycle	Add Paved Shoulders - Minor	D		F	$77,687	0.42	I	167.2
35	**17th Street**	S of RR Tracks	Cervantes Street/SR 10A/US 90	Bicycle	DCSN	E		N/A	$99,305	0.41	I	213.1
36	**W Burgess Road SR 742**	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Bicycle	Add Paved Shoulders - Major	E		B	$113,422	0.36	I	169.0
37	**Navy Boulevard SR 295**	Bayou Grande Bridge NE	SR 292/Barrancas Avenue	Pedestrian	Add Sidewalk (Minor Regrading)		North C South D	C	$34,777	0.36	I	128.0

Priority	Road Name	From	To	Mode	Recommended FacilityType/Improvement	LOS Bicycle	LOS Pedestrian	LOS Vehicle	Total Cost	Benefit-Cost Index	PriorityTier	Segment ID
38	**12th Avenue**	Fairfield Drive	Bayou Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)		South D North E	B	$96,085	0.35	I	2.0
39	**Bayou Boulevard & Perry Avenue SR 296**	Baldwin Avenue	DuPont Drive	Bicycle	Add Paved Shoulders - Minor	North D South E		C	$106,224	0.35	I	134.2
40	**Davis Highway SR 291**	University Parkway	Nine Mile Road/SR 10/US 90A	Pedestrian	Add Sidewalk (Minor Regrading)		D	B	$68,192	0.34	I	117.0
41	**Lillian Highway SR 298**	Blue Angel Parkway/SR 173	Fairfield Drive/SR 727	Bicycle	Add Paved Shoulders - Major	E		C	$135,310	0.31	I	137.0
42	**9th Avenue SR 289**	Dunmire St	Beau Terra Ln	Bicycle	DCSN	E		D	$146,593	0.31	I	10.2
43	**Jackson Street CR 298A**	W Street	Pace Blvd	Bicycle	Add Paved Shoulders - Minor	D		B	$84,028	0.30	I	46.0
44	**Fairfield Drive SR 727**	Bruce St	Mobile Highway/US 90/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)		F	F	$140,543	0.29	I	167.2
45	**Saufley Field Road CR 296**	Blue Angel Parkway	Muldoon Rd	Pedestrian	Add Sidewalk (Minor Regrading)		F	F	$124,337	0.28	I	33.0
46	**Scenic Highway SR 10A(US 90)**	I-10/SR 8	Baybrook Dr	Pedestrian	Add Sidewalk (Major Regrading)		E	C	$125,398	0.28	I	87.0
47	**Bayou Boulevard & Perry Avenue SR 296**	Baldwin Avenue	DuPont Drive	Pedestrian	Add Sidewalk (Minor Regrading)		North D South E	C	$115,302	0.28	I	134.2
48	**Sorrento Road SR 292**	Gulf Beach Hwy	Doug Fort Drive	Bicycle	Add Paved Shoulders - Major	E		C	$159,189	0.28	I	120.1
49	**Main Street**	Baylen Street	Tarragona Street	Bicycle	DCSN	D		F	$118,221	0.27	I	71.0
50	**E Street CR 443**	Yonge St	Cross St	Bicycle	DCSN	South A North D		C	$94,576	0.27	I	53.2
51	**Fairfield Drive SR 295**	Davis Hwy	SR 289/9th Avenue	Bicycle	DCSN	E		D	$184,424	0.26	I	133.4
52	**E Burgess Road SR 742**	Plantation Road	Davis Highway/SR 291	Pedestrian	Add Sidewalk (Major Regrading)		E	C	$111,465	0.26	I	11.0
53	**Gregory Street/1 Way WB SR 30 (US 98)**	9th Street	Bayfront Parkway/Chase Street	Pedestrian	Add Sidewalk (Minor Regrading)		E	C	$97,519	0.26	I	151.1
54	**Olive Road SR 290**	9th Avenue/SR 289	Scenic Highway/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)		D	C	$93,361	0.25	I	111.0
55	**Navy Boulevard SR 295**	US 98	SR 295/New Warrington Road	Bicycle	DCSN	D		E	$174,966	0.25	I	129.1
56	**W Street CR 453**	Cervantes Street	Fairfield Drive	Pedestrian	Add Sidewalk (Minor Regrading)		C	B	$79,306	0.24	I	57.0
57	**Bauer Road CR 293**	Sorrento Road	Meadson Rd	Pedestrian	Add Sidewalk (Major Regrading)		South C North D	B	$69,666	0.23	I	29.0
58	**New Warrington Road SR 295**	US 98/Navy Boulevard	Martha Lane	Bicycle	Add Paved Shoulders - Minor	E		E	$220,376	0.23	I	130.0
59	**Mobile Highway SR 10A (US 90)**	Bellview Ave	Pine Forest Road/CR 297	Pedestrian	Add Sidewalk (Major Regrading)		E	B	$181,131	0.23	I	76.3
60	**Sorrento Rd /Gulf Beach Highway SR 292**	Blue Angel Parkway/SR 173	Dog Track Rd	Bicycle	Add Paved Shoulders - Major	E		C	$191,027	0.23	I	122.0
61	**SR 30 (US 98)**	Fairpoint Drive	Bay Bridge Drive	Bicycle	DCSN	E		C	$208,068	0.23	I	153.0
62	**Main Street**	A Street	Baylen Street	Pedestrian	Add Sidewalk (Minor Regrading)		West C East D	B	$100,388	0.22	I	70.0
63	**Bayou Boulevard & Perry Avenue SR 296**	Cervantes Street/US 90/SR 10A	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)		North C South E	C	$146,279	0.21	I	134.0
64	**New Warrington Spur SR 295**	Martha Lane	Mobile Highway Interchange	Pedestrian	Add Sidewalk (Minor Regrading)		North C South E	E	$152,016	0.20	I	130.1
65	**Jackson Street CR 298A**	W Street	Pace Blvd	Pedestrian	Add Sidewalk (Minor Regrading)		East C West D	B	$121,613	0.20	I	46.0
66	**SR 95 (US 29)**	Tree St	Morris Ave	Pedestrian	Add Sidewalk (Minor Regrading)		North D South E	B	$120,465	0.19	I	200.1
67	**Olive Road SR 290**	Davis Highway/SR 291	Kipling St	Pedestrian	Add Sidewalk (Major Regrading)		E	F	$239,650	0.19	I	110.0
68	**Mobile Highway SR 10A (US 90)**	Massachussetts Ave	Saufley Field Road/CR 296	Pedestrian	Add Sidewalk (Major Regrading)		E	B	$191,580	0.19	I	76.1
69	**Jackson Street CR 298A**	Pace Blvd	A Street	Pedestrian	Add Sidewalk (Minor Regrading)		East B West D	B	$134,806	0.19	I	46.1
70	**Pensacola Beach Boulevard CR 399**	N end of Bob Sikes Bridge (Escambia County Line)	Via de Luna	Pedestrian	Add Sidewalk (Minor Regrading)		South C North D	N/A	$71,706	0.18	I	51.0
71	**W Burgess Road SR 742**	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Pedestrian	Add Sidewalk (Major Regrading)		E	B	$198,547	0.18	I	169.0
72	**E Burgess Road SR 742**	Confederate Dr	Creighton Road	Pedestrian	Add Sidewalk (Major Regrading)		E	C	$215,963	0.18	I	170.1
73	**Davis Highway SR 291**	Brent Lane/SR 296	Burgess Road/SR 742	Pedestrian	Add Sidewalk (Minor Regrading)		E	B	$293,534	0.17	I	114.0
74	**Fairfield Drive SR 727**	65th Ave	Bruce St	Pedestrian	Add Sidewalk (Minor Regrading)		F	F	$278,217	0.17	I	167.1
75	**E Burgess Road SR 742**	Sanders Street	Lanier Drive	Pedestrian	Add Sidewalk (Major Regrading)		D	B	$87,082	0.17	I	13.0

***Estimated Cost was taken from previous Bicycle & Pedestrian Plan**

****Estimated Cost was developed using the Unit Cost from the new Bicycle Pedestrian Master Plan**

Appendix C

Traffic Signal Timing Project Priorities

Area Wide Coordinated Signal Timing Program - Year 2
Signal List as of Final Invoice
June 2010

Escambia County

			Level of Service	Cost
System E2				
1	1.	Fairfield Dr./Hollywood Dr.	2	$3,198.90
2	2.	Fairfield Dr./Ruby Ave	2	$3,198.90
3	3.	Fairfield Dr./South Dakota St./Lowe's	3	$7,132.84
4	4.	Mobile Hwy/Fairfield Dr.	3	$7,132.84
5	5.	Mobile Hwy/Cherokee Tr./Wal-Mart	3	$7,132.84
6	6.	Mobile Hwy/Edison Dr.	3	$7,132.84
System E10				
1	7.	Fairfield Dr./Pace Blvd	3	$7,132.84
2	8.	Fairfield Dr./L St	3	$7,132.84
3	9.	Fairfield Dr./Texar Dr.	3	$7,132.84
4	10.	Fairfield Dr./Palafox St	3	$7,132.84
5	11.	Palafox St/Texar Dr	2	$3,198.90
6	12.	Texar Dr./E St	2	$3,198.90
7	13.	Pace Blvd/Herman St	2	$3,198.90
8	14.	Pace Blvd/Leonard St/St. Mary Ave	2	$3,198.90
System E4/E13/E14		(Combine with Same TOD Plans)		
1	15.	US 29/Hood Dr.	3	$7,132.84
2	16.	US 29/Detroit Blvd	3	$7,132.84
3	17.	US 29/Broad St.	3	$7,132.84
4	18.	US 29/Diamond Diary Rd	3	$7,132.84
5	19.	US 29/Burgess Rd	3	$7,132.84
6	20.	US 29/Pinestead Rd	3	$7,132.84
7	21.	US 29/"W" St	3	$7,132.84
8	22.	US 29/Stumpfield Rd/Marcus Pt	3	$7,132.84
9	23.	US 29/Industrial Blvd	3	$7,132.84
10	24.	US 29/Airport Blvd	3	$7,132.84
System E2				
1	25.	Mobile Hwy/Marlane Dr/Cerny Rd	3	$7,132.84
2	26.	Mobile Hwy/Massachusetts Ave	3	$7,132.84
3	27.	Mobile Hwy/New Warrington Rd	3	$7,132.84
4	28.	New Warrington Rd/Lillian Hwy	2	$3,198.90
1	29	Texar and MLK	2	$3,198.90
2	30	Texar and Davis Hwy	2	$3,198.90
3	31	Texar and 9th	2	$3,198.90
4	32	Sorrento Rd and Bauer Rd	2	$3,198.90
5	33	Perdido Key Blvd at Interarity Pt	2	$3,198.90
			Subtotal - Esc Co.	**$188,176.44**

Santa Rosa County

1	34.	US 98 & SR 87	2	$3,198.90
2	35.	US 98 & Navarre Beach Causeway	2	$3,198.90
3	36.	US 98 & Winn Dixie	2	$3,198.90
4	37.	US 98 & Panhandle Trail	2	$3,198.90
5	38.	US 98 & Wal-Mart	2	$3,198.90
6	39.	US 98 & Wispering Pines	2	$3,198.90
7	40	US 98 and Andora (Publix)	2	$3,198.90
8	41	US 98 and Orion Parker	2	$3,198.90
9	42.	US 90/Avalon	2	$3,198.90
10	43.	US 90/K-mart	2	$3,198.90
11	44.	US 90/Parkmore Plaza Dr	2	$3,198.90
12	45	US 90/Glover Ln	2	$3,198.90
13	46.	US 90/SR 89 (Dogwood Dr)	2	$3,198.90
14	47.	US 90/SR 87 (Stewart St)	2	$3,198.90
15	48.	US 90/CR 191 (Canal St)	2	$3,198.90
16	49.	US 90/Elmira St	2	$3,198.90
17	50.	US 90/Willing St	2	$3,198.90

Area Wide Coordinated Signal Timing Program - Year 2
Signal List as of Final Invoice
June 2010

			Subtotal - SR Co.	**$54,381.30**

City of Pensacola

1	51.	Garden St/Tarragona St	3	$7,132.84
2	52.	Garden St/Jefferson St	3	$7,132.84
3	53.	Garden St/Palafox St	3	$7,132.84
4	54.	Garden St/Baylen St	3	$7,132.84
5	55.	Garden St/Spring St	3	$7,132.84
6	56.	Garden St/A St	3	$7,132.84
7	57.	Garden St/Barrancas Ave	3	$7,132.84
8	58.	Garden St/E St	2	$3,198.90
9	59.	Garden/Navy & Pace Blvd	2	$3,198.90
10	60.	Navy Blvd/W St	2	$3,198.90
11	61.	Creighton/Wal-Mart	2	$3,198.90
12	62.	Creighton/Tippin Ave	2	$3,198.90
13	63.	Fairfield/9th Ave	2	$3,198.90
14	64.	Fairfield/12th Ave	2	$3,198.90
15	65.	12th Ave/Summit	2	$3,198.90
16	66.	12th Ave/Airport	2	$3,198.90
17	67.	12th Ave/College Pkwy	2	$3,198.90
18	68.	US 90 (Cervantes St)/Perry	2	$3,198.90
19	69.	US 90 (Cervantes St)/17th Ave	2	$3,198.90
20	70.	US 90 (Cervantes St)/12th Ave	2	$3,198.90
21	71.	US 90 (Cervantes St)/"A" St	2	$3,198.90
22	72.	US 90 (Cervantes St)/"E" St	2	$3,198.90
23	73.	US 90 (Cervantes St)/Pace Blvd	2	$3,198.90
24	74.	US 90 (Cervantes St)/"S" St	2	$3,198.90
25	75.	Airport Blvd/K-mart Shopping Center	2	$3,198.90
26	76.	Airport Blvd/College Pkwy	2	$3,198.90
27	77.	Airport Blvd/Lowes	2	$3,198.90
28	78.	Airport Blvd/Cobblestone Dr.	2	$3,198.90
29	79.	Airport Blvd/Davis Hwy	2	$3,198.90
30	80.	Bayou Blvd/12th Ave	2	$3,198.90
31	81.	Bayou Blvd/Target Shopping Center	2	$3,198.90
32	82.	Bayou Blvd/Rave Theatre	2	$3,198.90
33	83	Bayfront at Chase St	3	$7,132.84
34	84	Bayfront at 17th Ave	3	$7,132.84
			Subtotal - City	**$144,168.06**

		Grand Total - Year 2	**$386,725.80**

84

Escambia County

	System E-1	Level of Service	Cost
1	US 98/Navy Exchange-PJC	3	$7,132.84
2	US 98/VA Clinic (new master)	3	$7,132.84
3	US 98/Navy Hospital	3	$7,132.84
4	US 98/61st Ave	3	$7,132.84
5	US 98/72nd Ave	3	$7,132.84
6	US 98/Fairfield Dr	3	$7,132.84
7	US 98/Blue Angel Pkwy	3	$7,132.84
	System P-6		
8	W St/Jackson St	2	$3,198.90
9	W St/Cervantes-Mobile Hwy	2	$3,198.90
10	W St/Avery St	2	$3,198.90
11	W St/Scott St	2	$3,198.90
	System E-12		
12	Davis Hwy/Johnson Ave	4	$2,158.19
13	Davis Hwy/Klinger St	4	$2,158.19
14	Davis Hwy/University Pkwy	4	$2,158.19
15	Davis Hwy/Olive Rd (Master)	4	$2,158.19
16	Davis Hwy/Northcross/McDonalds	4	$2,158.19
17	Davis Hwy/I-10 North Side Ramp	4	$2,158.19
	System E-8		
18	Davis Hwy/I-10 South Side Ramp	4	$2,158.19
19	Davis Hwy/Bloodworth Ln (Master)	4	$2,158.19
20	Davis Hwy/Creighton Rd	4	$2,158.19
21	Davis Hwy/Burgess Rd	4	$2,158.19
22	Davis Hwy/Langley (City)	4	$2,158.19
23	Davis Hwy/Airport Blvd	4	$2,158.19
	System E-14		
24	W St/Airport Blvd	3	$7,132.84
	Non-Systems		
26	Fairfield Dr/Lillian Hwy	2	$3,198.90
27	Fairfield Dr/Patricia Dr/72nd Ave	2	$3,198.90
28	Blue Angel Pkwy/Dog Track Rd	2	$3,198.90
29	Blue Angel Pkwy/Lillian Hwy	2	$3,198.90
30	Blue Angel Pkwy/Muldoon Rd	2	$3,198.90
31	Blue Angel Pkwy/Saufley Field Rd	3	$7,132.84
32	Blue Angel Pkwy/Mobile Hwy	3	$7,132.84
33	Brent Ln/Beverly Pkw/Palafox St/Pensacola Blvd	3	$7,132.84
34	Beverly Pkwy/W St	3	$7,132.84
35	Michigan Ave/Memphis Ave	2	$3,198.90
36	Michigan Ave/Mobile Hwy	3	$7,132.84
37	Saufley Field Rd/Muldoon Rd	2	$3,198.90
		subtotal - Esc. Co.	**$153,813.10**

City/County Signals

38	Airport Blvd/Old Palafox	2	$3,198.90
39	Airport Blvd/US 29 (review for coordination)	4	$2,158.19
40	Airport Blvd/Hancock (review for coordination)	4	$2,158.19
41	Airport Blvd/I-110 SB (review for coordination)	4	$2,158.19
42	Airport Blvd/I-110 NB (review for coordination)	4	$2,158.19
43	Fairfield Dr/I-110 SB (review for coordination)	4	$2,158.19
44	Fairfield Dr/Davis Hwy (review for coordination)	4	$2,158.19
45	Davis Hwy/I-110 NB (review for coordination)	4	$2,158.19
46	Brent Ln/Davis Hwy	4	$2,158.19
47	Brent Ln/I-110 NB	4	$2,158.19
48	Brent Ln/I-110 SB	4	$2,158.19
49	Brent Ln/Rawson Ln	4	$2,158.19
50	Mobile Hwy (US90)/Green St	2	$3,198.90
51	Mobile Hwy/Cervantes (US90)/W St	3	$7,132.84
52	Mobile Hwy (US90)/New Warrington Rd (review for coorc	4	$2,158.19
		subtotal - City/Cty	**$39,428.92**

	Santa Rosa County		
53	US 90/Woodbine Rd	2	$3,198.90
54	US 90/Chumuckla Hwy	2	$3,198.90
55	US 90/W Spencer Field Rd	2	$3,198.90
56	US 90/E Spencer Field Rd	2	$3,198.90
57	US 90/Target Shopping Center	3	$7,132.84
58	US 90/Home Depot	3	$7,132.84
59	US 90/Wal Mart Shopping Center	3	$7,132.84
60	US 90/Bell Ln	3	$7,132.84
61	US 90/Ward Basin Rd	3	$7,132.84
62	US 90/SR 87	3	$7,132.84
63	SR 89/Hickory Hammock Rd	2	$3,198.90
64	SR 89/Berryhill Rd	2	$3,198.90
65	SR 87/Berryhill Rd	2	$3,198.90
66	SR 87/Park Ave	2	$3,198.90
67	Woodbine/Chumuckla Hwy/Quintette Rd/Berryhill Rd	3	$7,132.84
		subtotal - SR County	**$75,521.08**
	City of Gulf Breeze		
68	US 98/Fairpoint Dr	1	$1,700.00
69	US 98/Daniel Dr	1	$1,700.00
70	US 98/Gulf Breeze Hospital	1	$1,700.00
71	US 98/Gondolier-Kelton	1	$1,700.00
		subtotal - Gulf Breeze	**$6,800.00**
	City of Pensacola		
72	Palafox/Leonard	2	$3,198.90
73	Palafox/Maxwell	2	$3,198.90
74	Palafox/Jordan	2	$3,198.90
75	Palafox/Blount	2	$3,198.90
76	Palafox/Cervantes	3	$7,132.84
77	Palafox/Wright	3	$7,132.84
78	Palafox/Gregory	3	$7,132.84
79	Palafox/Chase	3	$7,132.84
80	Gregory/Alcaniz	3	$7,132.84
81	Gregory/Tarrogona	3	$7,132.84
82	Gregory/Jefferson	3	$7,132.84
83	Gregory/Spring	3	$7,132.84
84	Chase/Baylen	3	$7,132.84
85	Chase/Tarragona	3	$7,132.84
86	Scenic Hwy/Creighton Rd	3	$7,132.84
87	Scenic Hwy/Langley Ave	3	$7,132.84
88	Scenic Hwy/Summit Blvd	3	$7,132.84
89	Main St/Barrancas Ave	2	$3,198.90
90	Main St/Palafox St	3	$7,132.84
91	Main St/A St	2	$3,198.90
92	Main St/E St	2	$3,198.90
93	Spanish Trail/Summit Blvd	2	$3,198.90
94	Spanish Trail/Langley Ave	2	$3,198.90
95	E St/Avery St	2	$3,198.90
96	E St/Moreno St	2	$3,198.90
		Subtotal - City	**$135,047.66**
		Grand Total - Year 3	**$410,610.76**

Appendix D

Pedestrian-Actuated Signal Project Priorities
(Project # 4079381)

Proposed Pedestrian Actuated Signals List for 2011 and 2012

2011 Escambia County (407938-2-52-01):

- SR 295 (Fairfield Dr.) at CR 453 (W Street)
- SR 295 (Fairfield Dr.) at SR 292 (Pace Blvd.)
- SR 295 (Fairfield Dr.) at 12th Avenue
- SR 289 (N 9th Ave.) at Cordova Mall/Sacred Heart Hospital entrance
- SR 292 (Gulf Beach Hwy.) at Fairfield Dr.
- SR 297 (Pine Forest Rd.) at Wilde Lake Dr.
- SR 297 (Pine Forest Rd.) at I-10 WB Off-Ramp
- SR 95 (Pensacola Blvd.) at Broad St.
- CR 296 (Saufley Field Rd.) at SR 173 (Blue Angel Pkwy.)
- CR 296 (Saufley Field Rd.) at Muldoon Rd.
- SR 727 (Fairfield Dr.) at Patricia Dr./72nd St.
- SR 727 (Fairfield Dr.) at 61st Ave.
- SR 10/US 90 (Nine Mile Rd.) at SR 297 (Pine Forest Rd.)
- SR 10/US 90 (Nine Mile Rd.) at US 29 Southbound
- SR 10/US 90 (Nine Mile Rd.) at US 29 Northbound
- SR 10/US 90 (Nine Mile Rd.) at SR 95A (Old Palafox St.)
- SR 10A (Scenic Hwy.) at US 90A (Davis Hwy.)
- SR 173 (Blue Angel Pkwy.) at SR 298 (Lillian Hwy.)
- SR 173 (Blue Angel Pkwy.) at Muldoon Rd.

2011 Santa Rosa County (407938-3-52-01):

- SR 30 (US 98) at Baptist Gulf Breeze Hospital
- SR 30 (US 98) at Oriole Beach Rd.
- Woodbine Rd. (CR 197A) at Chumuckla Hwy. (CR 197)/Quintette Rd. (CR 184)

2012 Escambia County (407938-2-52-02):

- SR 95 (Pensacola Blvd.) at Detroit Blvd.
- SR 95 (Pensacola Blvd.) at Hood Dr.
- CR 749 (Chemstrand Rd.) at E. Kingsfield Rd.
- SR 173 (Blue Angel Pkwy.) at SR 292 (Sorrento Rd.)
- SR 173 (Blue Angel Pkwy.) at CR 297 (Dog Track Rd.)
- SR 173 (Blue Angel Pkwy.) at SR 30 (US 98)
- CR 95A (Old Palafox Hwy.) at Hancock Ln.
- CR 95A (Old Palafox Hwy.) at W. Burgess Rd.
- CR 95A (Old Palafox Hwy.) at SR 290 (Olive Rd.)
- CR 95A (Old Palafox Hwy.) at Ensley St.
- CR 95A (Old Palafox Hwy.) at Hood Dr.
- SR 292 (Sorrento Rd./Gulf Beach Hwy.) at CR 293 (Bauer Rd.)
- SR 750 (Airport Blvd.) at Lowes Entrance
- SR 295 (New Warrington Rd.) at SR 298 (Lillian Hwy.)

2012 Santa Rosa County (407938-3-52-02):

- SR 10 (US 90) at CR 197A (Woodbine Rd.)
- SR 10 (US 90) at CR 197B (W. Spencer Field Rd.)
- SR 10 (US 90) at E. Spencer Field Rd.
- SR 10 (US 90) at Parkmore Plaza Dr./Jaimee Leigh Dr.
- SR 10 (US 90) at Glover Ln.
- SR 10 (US 90) at Milton Square
- SR 10 (US 90) at Dogwood Dr.
- SR 30 (US 98/Navarre Parkway) at Panhandle Tr./Campground Ent.
- SR 30 (US 98/Navarre Parkway) at Whispering Pines Blvd.

Appendix E

Public Transportation Capital Improvements

PUBLIC TRANSPORTATION CAPITAL IMPROVEMENTS

Priority	Project Name	Cost	Scope
1	Bus Stop Signs	$18,000	Purchase and install 300 signs along routes with inadequate identification
2	Replacement of Radio System	$167,131	Purchase and install digital radio system on all buses.
3	Shelters with Solar Lighting	$310,000	Purchase 50 shelters and install
4	Smart Card System	$180,000	Purchase and install electronic fare media
5	GPS-Clock Counter	$200,000	To install GPS on 20 buses for additional infrastructure to support daily operations
6	Bus Stop Announcers	$150,000	Accessibility enhancement for the disabled
7	DVR System for Buses	$194,725	Digital Recording system for safety -security
8	Cut Away (Hybrid) Park-n-Ride Service	$700,000	Purchase 5 cut away vehicles to service three Park-n-Ride areas
9	Park-n-Ride Terminals	$300,000	Set up terminals at 3 Park-n-Ride facilities for the sale of passes and to give bus information
10	Repair Equipment- Natural Lighting in Maintenance area	$50,000	Support lighting for the service of transit and outside facilities vehicles in maintenance area
11	WIFI-For Buses	$8,800	Install a system that allows for internet access on buses, to support Park-n-Ride services
12	Digital Display Signs	$100,000	Install 5 digital display signs for identifying of ECAT branding Park-n-Ride services
13	Laptops for Safety/ Training	$18,000	Purchase 3 tough-books for EOC operations and field operations

Appendix F

Intelligent Transportation System Master Plan

ITS MASTER PLAN COST FEASABLE PLAN PROJECTS

FIVE YEAR WORK PROGRAM COST (2011/25)

1	Advanced Traffic Management System (Phase I)		2,778,685
2	Advanced Traffic Management System (Phase II)		2,778,685
3	Advanced Traffic Management System (Phase III)		2,778,685
4	Regional Traffic Management System		2,036,665
5	Cameras on Arterials		677,822
6	Freeway Management System	18,198,000	
	Total ITS Costs without OPS and Maintenance	**18,198,000**	**11,050,542**
7	Operations and Maintenance	1,939,800	1,345,133
8	3% Personnel Cost	581,940	403,540
	Total Costs with O&M and Personnel Costs	**20,719,740**	***12,799,215**
	TOTAL COSTS 05/25		**33,518,955**

* TPO Project Priority Cost

1. **Advanced Traffic Management System (Phase I)-** In conjunction with the revision of the area's master plan, the need exists to modernize the major corridor traffic signal systems to ***Intelligent Transportation System (ITS)**** mode.
2. **Advanced Traffic Management System (Phase I and II)-** Would continue the deployment of new traffic controllers and interconnection at the rate of 100 units per phase.

***** The term **Intelligent Transportation System (ITS)** refers to efforts to add information and communications technology infrastructure to transport vehicles in an effort to manage factors that typically are at odds with each other, such as vehicles, loads, and routes to improves safety and reduce vehicle wear, transportation times and fuel consumption. ITS can vary in technologies applied from basic management systems: car navigation, traffic signal control systems, container management systems, variable message signs, automatic plate number recognition or speed cameras to monitoring applications, such as security CCTV systems, to more advanced applications that integrate live data and feedback from a number of other sources, such as parking guidance and information systems, weather information, bridge de-icing systems and the like. Additionally, predictive techniques are being developed in order to allow advanced modeling and comparison with historical baseline data.

Appendix G

Corridor Management Plans and Projects

Corridor Management Studies and Projects Sub-List

Description	Project Name	From	To
$130,000 Annually for Corridor Management Plan/Studies	**(1) Update of US98 Corridor Plan in Santa Rosa County**This study if funded with XU funds on the Work Program but needs additional funding.**	**Escambia County Line**	**Okaloosa County Line**
	(2) Main Street	Barrancas	Clubbs Street
	(3) Old Palafox Highway	US 29	9 Mile Road
	(4) US 29**	9.5 Mile Rd	Old Palafox Hwy
$1,500,000 Annually for Corridor Management Projects (funding will alternate between counties at five year intervals; fudning will go to Santa Rosa beginning in 2017**)**	**(1) Olive Road**	**Old Palafox**	**Scenic Hwy**
	(2) Gulf Beach Highway	Navy Blvd	Blue Angel Pkwy
	(3) Fairfield Drive	Mobile Hwy	Lillian Highway
	(4) Main Street	Barrancas	Clubbs Street

EXHIBIT C

CIE Annual Update

School District 2013-2014 Work Plan

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	Five Year Total
Total Revenues	$103,982,663	$20,462,482	$20,709,154	$20,546,055	$20,462,482	$186,162,836
Total Project Costs	$103,982,663	$20,462,482	$20,709,154	$20,546,055	$20,462,482	$186,162,836
Difference (Remaining Funds)	$0	$0	$0	$0	$0	$0

District	ESCAMBIA COUNTY SCHOOL DISTRICT
Fiscal Year Range	

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption	9/18/2012
Work Plan Submittal Date	9/19/2012
DISTRICT SUPERINTENDENT	Malcolm Thomas
CHIEF FINANCIAL OFFICER	Terry St.Cyr
DISTRICT POINT-OF-CONTACT PERSON	Anthony B. Noles, AIA
JOB TITLE	Director of Facilities Planning
PHONE NUMBER	850-469-5669
E-MAIL ADDRESS	tnoles@escambia.k12.fl.us

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item		2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
HVAC		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Flooring		$30,000	$30,000	$30,000	$30,000	$30,000	$150,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Roofing		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Safety to Life		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Fencing		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Parking		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Electrical		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Fire Alarm		$375,000	$375,000	$375,000	$375,000	$375,000	$1,875,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						

Telephone/Intercom System		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Closed Circuit Television		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Paint		$644,442	$644,442	$644,442	$644,442	$644,442	$3,222,210
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Maintenance/Repair		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
	Sub Total:	**$1,049,442**	**$1,049,442**	**$1,049,442**	**$1,049,442**	**$1,049,442**	**$5,247,210**

PECO Maintenance Expenditures	$0	$0	$1,415,468	$1,659,234	$1,832,137	$4,906,839
1.50 Mill Sub Total:	$1,731,942	$1,461,942	$46,474	($197,292)	($370,195)	$2,672,871

Other Items		2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
Door Replacement Cycle		$25,000	$25,000	$25,000	$25,000	$25,000	$125,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Bleacher Repair and Replace Cycle		$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
Locations	BELLVIEW MIDDLE, BROWN BARGE MIDDLE, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, RANSOM MIDDLE, W J WOODHAM MIDDLE SCHOOL, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH						
District Wide Preventative Maintenance		$120,000	$120,000	$120,000	$120,000	$120,000	$600,000

Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Relocatable Classroom Relocation, Set-up & Utilities	$90,000	$90,000	$90,000	$90,000	$90,000	$450,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Asbestos/Hazardous Materials/Indoor Air Quality	$42,500	$42,500	$42,500	$42,500	$42,500	$212,500
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Relocatable Classroom Renovations	$15,000	$15,000	$15,000	$15,000	$15,000	$75,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Energy Management DDC Controls	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000

Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Fire Damage		$100,000	$0	$0	$0	$0	$100,000
Locations	ESCAMBIA SENIOR HIGH						
Concrete Repairs/Transportation		$70,000	$0	$0	$0	$0	$70,000
Locations	J E HALL EDUCATIONAL SERVICES CENTER						
Security Improvements		$100,000	$0	$0	$0	$0	$100,000
Locations	J E HALL EDUCATIONAL SERVICES CENTER						
	Total:	**$1,731,942**	**$1,461,942**	**$1,461,942**	**$1,461,942**	**$1,461,942**	**$7,579,710**

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
Remaining Maint and Repair from 1.5 Mills	$1,731,942	$1,461,942	$46,474	($197,292)	($370,195)	$2,672,871
Maintenance/Repair Salaries	$0	$0	$0	$0	$0	$0
School Bus Purchases	$2,110,000	$2,600,000	$3,800,000	$4,300,000	$4,700,000	$17,510,000
Other Vehicle Purchases	$110,000	$0	$110,000	$130,000	$130,000	$480,000
Capital Outlay Equipment	$2,796,974	$3,010,628	$3,444,606	$3,501,809	$3,613,151	$16,367,168
Rent/Lease Payments	$0	$0	$0	$0	$0	$0
COP Debt Service	$5,000,000	$5,000,000	$5,000,000	$5,000,000	$5,000,000	$25,000,000
Rent/Lease Relocatables	$0	$0	$0	$0	$0	$0
Environmental Problems	$0	$0	$0	$0	$0	$0
s.1011.14 Debt Service	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	$0	$0	$0	$0	$0	$0
Qualified School Construction Bonds (QSCB)	$0	$0	$0	$0	$0	$0
Qualified Zone Academy Bonds (QZAB)	$0	$0	$0	$0	$0	$0
Maintenance Transfer	$6,628,066	$6,628,066	$6,628,066	$6,628,066	$6,628,066	$33,140,330
Property Insurance	$3,200,000	$3,200,000	$3,200,000	$3,200,000	$3,200,000	$16,000,000
Local Expenditure Totals:	**$21,576,982**	**$21,900,636**	**$22,229,146**	**$22,562,583**	**$22,901,022**	**$111,170,369**

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2012 - 2013 Actual Value	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
(1) Non-exempt property assessed valuation		$14,984,014,979	$15,208,775,204	$15,436,906,832	$15,668,460,434	$15,903,487,341	$77,201,644,790
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		$25,173,145	$25,550,742	$25,934,003	$26,323,014	$26,717,859	$129,698,763
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	$21,576,982	$21,900,636	$22,229,146	$22,562,583	$22,901,022	$111,170,369
(5) Difference of lines (3) and (4)		$3,596,163	$3,650,106	$3,704,857	$3,760,431	$3,816,837	$18,528,394

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
PECO New Construction	340	$0	$0	$246,672	$83,573	$0	$330,245
PECO Maintenance Expenditures		$0	$0	$1,415,468	$1,659,234	$1,832,137	$4,906,839
		$0	**$0**	**$1,662,140**	**$1,742,807**	**$1,832,137**	**$5,237,084**

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
CO & DS Cash Flow-through Distributed	360	$155,651	$155,651	$155,651	$155,651	$155,651	$778,255
CO & DS Interest on Undistributed CO	360	$16,327	$16,327	$16,327	$16,327	$16,327	$81,635
		$171,978	**$171,978**	**$171,978**	**$171,978**	**$171,978**	**$859,890**

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2011 - 2012? No

Additional Revenue Source

Any additional revenue sources

Item	2012 - 2013 Actual Value	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	$0	$0	$0	$0	$0	$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	$0	$0	$0	$0	$0	$0
Proceeds from Special Act Bonds	$0	$0	$0	$0	$0	$0
Estimated Revenue from CO & DS Bond Sale	$0	$0	$0	$0	$0	$0
Proceeds from Voted Capital Improvements millage	$0	$0	$0	$0	$0	$0
Other Revenue for Other Capital Projects	$0	$0	$0	$0	$0	$0
Proceeds from 1/2 cent sales surtax authorized by school board	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$20,000,000	$100,000,000
Proceeds from local governmental infrastructure sales surtax	$0	$0	$0	$0	$0	$0
Proceeds from Certificates of Participation (COP's) Sale	$0	$0	$0	$0	$0	$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	$0	$0	$0	$0	$0	$0
Classrooms for Kids	$0	$0	$0	$0	$0	$0
District Equity Recognition	$0	$0	$0	$0	$0	$0
Federal Grants	$0	$0	$0	$0	$0	$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	$0	$0	$0	$0	$0	$0
Impact fees received	$0	$0	$0	$0	$0	$0
Private donations	$0	$0	$0	$0	$0	$0
Grants from local governments or not-for-profit organizations	$0	$0	$0	$0	$0	$0
Interest, Including Profit On Investment	$0	$0	$0	$0	$0	$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	$0	$0	$0	$0	$0	$0

Total Fund Balance Carried Forward	$83,520,181	$0	$0	$0	$0	$83,520,181
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Charter School Capital Outlay	$290,504	$290,504	$290,504	$290,504	$290,504	$1,452,520
Subtotal	**$103,810,685**	**$20,290,504**	**$20,290,504**	**$20,290,504**	**$20,290,504**	**$184,972,701**

Total Revenue Summary

Item Name	2012 - 2013 Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	$21,576,982	$21,900,636	$22,229,146	$22,562,583	$22,901,022	$111,170,369
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	($21,576,982)	($21,900,636)	($22,229,146)	($22,562,583)	($22,901,022)	($111,170,369)
PECO Maintenance Revenue	$0	$0	$1,415,468	$1,659,234	$1,832,137	$4,906,839
Available 1.50 Mill for New Construction	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Item Name	2012 - 2013 Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Five Year Total
CO & DS Revenue	$171,978	$171,978	$171,978	$171,978	$171,978	$859,890
PECO New Construction Revenue	$0	$0	$246,672	$83,573	$0	$330,245
Other/Additional Revenue	$103,810,685	$20,290,504	$20,290,504	$20,290,504	$20,290,504	$184,972,701
Total Additional Revenue	**$103,982,663**	**$20,462,482**	**$20,709,154**	**$20,546,055**	**$20,462,482**	**$186,162,836**
Total Available Revenue	**$103,982,663**	**$20,462,482**	**$20,709,154**	**$20,546,055**	**$20,462,482**	**$186,162,836**

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	Total	Funded
Replacement	A K SUTER ELEMENTARY	Planned Cost:	$8,500,000	$2,500,000	$0	$0	$0	$11,000,000	Yes
		Student Stations:	600	0	0	0	0	600	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	102,000	0	0	0	0	102,000	
Replacement	ERNEST WARD MIDDLE	Planned Cost:	$8,500,000	$0	$0	$0	$0	$8,500,000	Yes
		Student Stations:	600	0	0	0	0	600	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	115,202	0	0	0	0	115,202	
New Westside Elementary	Location not specified	Planned Cost:	$0	$0	$15,000,000	$5,000,000	$5,000,000	$25,000,000	Yes
		Student Stations:	0	0	796	0	0	796	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	0	123,954	0	0	123,954	

Planned Cost:	**$17,000,000**	**$2,500,000**	**$15,000,000**	**$5,000,000**	**$5,000,000**	**$44,500,000**
Student Stations:	**1,200**	**0**	**796**	**0**	**0**	**1,996**
Total Classrooms:	**0**	**0**	**0**	**0**	**0**	**0**
Gross Sq Ft:	**217,202**	**0**	**123,954**	**0**	**0**	**341,156**

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2012 - 2013 Actual Budget	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	Total	Funded
Half Cent Sales Surtax Projects as listed in the Educational Plant Survey (includes fencing, roofing, etc.)	Location not specified	$0	$14,250,000	$1,996,672	$11,833,573	$11,750,000	$39,830,245	Yes
LCIF Carryover	Location not specified	$1,714,325	$0	$0	$0	$0	$1,714,325	Yes
1.5 Mill Carryover	Location not specified	$16,145,953	$0	$0	$0	$0	$16,145,953	Yes
Half Cent Sales Tax Carryover	Location not specified	$64,951,503	$0	$0	$0	$0	$64,951,503	Yes
District Wide General Renovations	Location not specified	$750,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$4,750,000	Yes
CO & DS Flow Through Carryover	Location not specified	$505,476	$0	$0	$0	$0	$505,476	Yes
PECO Maintenance Carryover	Location not specified	$200,257	$0	$0	$0	$0	$200,257	Yes

PECO Construction Carryover	Location not specified	$2,667	$0	$0	$0	$0	$2,667	Yes
Charter School Capital Outlay	Location not specified	$290,504	$290,504	$290,504	$290,504	$290,504	$1,452,520	Yes
Classrooms for Kids Carryover	Location not specified	$0	$0	$0	$0	$0	$0	Yes
Facilities Systems - Roofing	Location not specified	$750,000	$750,000	$750,000	$750,000	$750,000	$3,750,000	Yes
Facilities Systems - Mechanical Life Safety	Location not specified	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$7,500,000	Yes
District Wide Safety to Life	Location not specified	$171,978	$171,978	$171,978	$171,978	$171,978	$859,890	Yes
		$86,982,663	**$17,962,482**	**$5,709,154**	**$15,546,055**	**$15,462,482**	**$141,662,836**	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2012 - 2013 Satis. Stu. Sta.	Actual 2012 - 2013 FISH Capacity	Actual 2011 - 2012 COFTE	# Class Rooms	Actual Average 2012 - 2013 Class Size	Actual 2012 - 2013 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2016 - 2017 COFTE	Projected 2016 - 2017 Utilization	Projected 2016 - 2017 Class Size
HELLEN CARO ELEMENTARY	933	933	943	50	19	101.00 %	0	0	783	84.00 %	16
JIM ALLEN ELEMENTARY	762	762	628	39	16	82.00 %	0	0	710	93.00 %	18
BELLVIEW ELEMENTARY	888	888	698	46	15	79.00 %	0	0	707	80.00 %	15
BELLVIEW MIDDLE	1,435	1,291	1,071	65	16	83.00 %	0	0	875	68.00 %	13
BRATT ELEMENTARY	542	542	436	27	16	80.00 %	0	0	423	78.00 %	16
BRENTWOOD ELEMENTARY	607	607	543	33	16	89.00 %	0	0	530	87.00 %	16
BROWN BARGE MIDDLE	939	845	611	44	14	72.00 %	0	0	590	70.00 %	13
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	40	79	2	40	198.00 %	0	0	100	250.00 %	50
GEORGE WASHINGTON CARVER MIDDLE	372	0	0	16	0	0.00 %	0	0	0	0.00 %	0
CARVER/CENTURY K-8	525	0	0	26	0	0.00 %	0	0	0	0.00 %	0
A V CLUBBS ALTERNATIVE	264	0	0	12	0	0.00 %	0	0	0	0.00 %	0
RANSOM MIDDLE	1,696	1,526	1,356	72	19	89.00 %	0	0	1,350	88.00 %	19
CORDOVA PARK ELEMENTARY	702	702	714	37	19	102.00 %	0	0	630	90.00 %	17
ENSLEY ELEMENTARY	489	489	443	26	17	91.00 %	0	0	450	92.00 %	17
ESCAMBIA SENIOR HIGH	2,184	2,074	1,760	89	20	85.00 %	0	0	1,525	74.00 %	17
FERRY PASS ELEMENTARY	659	659	708	35	20	107.00 %	0	0	580	88.00 %	17
FERRY PASS MIDDLE	1,117	1,005	890	49	18	89.00 %	0	0	870	87.00 %	18
GEORGE S HALLMARK ELEMENTARY	318	0	0	17	0	0.00 %	0	0	0	0.00 %	0
MONTCLAIR ELEMENTARY	548	548	373	28	13	68.00 %	0	0	325	59.00 %	12
MYRTLE GROVE ELEMENTARY	685	685	663	36	18	97.00 %	0	0	612	89.00 %	17
NAVY POINT ELEMENTARY	585	585	482	32	15	82.00 %	0	0	410	70.00 %	13
OAKCREST ELEMENTARY	489	489	470	26	18	96.00 %	0	0	430	88.00 %	17
PENSACOLA SENIOR HIGH	1,975	1,876	1,611	82	20	86.00 %	0	0	1,550	83.00 %	19

PINE MEADOW ELEMENTARY	883	883	857	47	18	97.00 %	0	0	803	91.00 %	17
PLEASANT GROVE ELEMENTARY	632	632	675	34	20	107.00 %	0	0	610	97.00 %	18
SCENIC HEIGHTS ELEMENTARY	771	771	780	41	19	101.00 %	0	0	743	96.00 %	18
O J SEMMES ELEMENTARY	566	566	336	29	12	59.00 %	0	0	340	60.00 %	12
SHERWOOD ELEMENTARY	673	673	509	34	15	76.00 %	0	0	525	78.00 %	15
A K SUTER ELEMENTARY	459	459	368	25	15	80.00 %	0	141	600	131.00 %	4
J M TATE SENIOR HIGH	2,194	2,084	1,873	97	19	90.00 %	0	0	1,860	89.00 %	19
ERNEST WARD MIDDLE	616	554	466	27	17	84.00 %	0	0	600	108.00 %	22
WARRINGTON ELEMENTARY	712	712	508	37	14	71.00 %	0	0	545	77.00 %	15
WARRINGTON MIDDLE	1,268	1,141	728	53	14	64.00 %	0	0	725	64.00 %	14
C A WEIS ELEMENTARY	641	641	488	36	14	76.00 %	0	0	500	78.00 %	14
WEST PENSACOLA ELEMENTARY	685	685	498	36	14	73.00 %	0	0	490	72.00 %	14
J H WORKMAN MIDDLE	1,257	1,131	921	58	16	81.00 %	0	0	899	79.00 %	16
REINHARDT HOLM ELEMENTARY	669	669	472	36	13	70.00 %	0	0	475	71.00 %	13
ALLIE YNIESTRA ELEMENTARY	348	0	0	18	0	0.00 %	0	0	0	0.00 %	0
JUDY ANDREWS SCHOOL	275	275	41	11	4	15.00 %	0	0	25	9.00 %	2
SPENCER BIBBS ELEMENTARY	407	0	0	22	0	0.00 %	0	0	0	0.00 %	0
JOHN A GIBSON HEADSTART PROGRAM	218	0	0	11	0	0.00 %	0	0	0	0.00 %	0
MCMILLAN PRE-K CENTER	252	252	68	14	5	27.00 %	0	0	68	27.00 %	5
LINCOLN PARK ELEMENTARY	439	439	262	23	11	60.00 %	0	0	250	57.00 %	11
W J WOODHAM MIDDLE SCHOOL	1,704	1,533	854	72	12	56.00 %	0	0	855	56.00 %	12
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	1,698	2,037	1,259	82	15	62.00 %	0	0	1,200	59.00 %	15
PINE FOREST SENIOR HIGH	2,155	2,047	1,694	89	19	83.00 %	0	0	1,336	65.00 %	15
LONGLEAF ELEMENTARY	780	780	731	41	18	94.00 %	0	0	780	100.00 %	19
L D MCARTHUR ELEMENTARY	801	801	687	44	16	86.00 %	0	0	729	91.00 %	17
ESCAMBIA WESTGATE CENTER	381	381	246	37	7	65.00 %	0	0	192	50.00 %	5
BEULAH ELEMENTARY	869	869	888	46	19	102.00 %	0	0	725	83.00 %	16
WASHINGTON SENIOR HIGH	1,956	1,858	1,587	82	19	85.00 %	0	0	1,590	86.00 %	19
R C LIPSCOMB ELEMENTARY	966	966	903	51	18	93.00 %	0	0	814	84.00 %	16

JIM C BAILEY MIDDLE	1,575	1,417	1,407	68	21	99.00 %	0	0	1,233	87.00 %	18
NORTHVIEW SENIOR HIGH	662	529	536	28	19	101.00 %	0	0	425	80.00 %	15
ESEAL CENTER	158	0	0	15	0	0.00 %	0	0	0	0.00 %	0
N B COOK ELEMENTARY (NEW)	680	680	629	35	18	92.00 %	0	0	630	93.00 %	18
BLUE ANGELS ELEMENTARY	843	843	885	45	20	105.00 %	0	0	843	100.00 %	19
MOLINO PARK ELEMENTARY	756	756	397	36	11	53.00 %	0	0	400	53.00 %	11
GLOBAL LEARNING ACADEMY	856	836	780	47	17	93.00 %	0	0	725	87.00 %	15
	49,559	**45,446**	**37,809**	**2,396**	**16**	**83.19 %**	**0**	**141**	**35,985**	**79.18 %**	**14**

The COFTE Projected Total (35,985) for 2016 - 2017 must match the Official Forecasted COFTE Total (35,984) for 2016 - 2017 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2016 - 2017	
Elementary (PK-3)	12,707
Middle (4-8)	14,017
High (9-12)	9,261
	35,984

Grade Level Type	Balanced Projected COFTE for 2016 - 2017
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	35,985

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	Year 5 Total
Total Relocatable Replacements:	**0**	**0**	**0**	**0**	**0**	**0**

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2016 - 2017
Pensacola Beach Elementary	7	PRIVATE	2002	150	136	8	144
Beulah Academy of Science	14	PRIVATE	1998	300	286	14	286
Jacqueline Harris Prepatory	10	PRIVATE	2001	200	178	12	230
Escambia Charter School	12	COUNTY GOVERNMENT	1996	300	127	10	150

Capstone Academy	4	OTHER	2004	27	16	5	30
A.A. Dixon School of the Arts	13	PRIVATE	2010	260	136	3	350
Newpoint Academy	21	PRIVATE	2011	200	193	5	286
Newpoint Pensacola	21	PRIVATE	2011	65	52	5	200
	102			**1,502**	**1,124**		**1,676**

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Will require water, sewer, fire protection, electricity and telecommunications to support new Westside Elementary School.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Property to be purchased on the west side of county.

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2011 - 2012 fiscal year.					List the net new classrooms to be added in the 2012 - 2013 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2012 - 2013 should match totals in Section 15A.			
Location	2011 - 2012 # Permanent	2011 - 2012 # Modular	2011 - 2012 # Relocatable	2011 - 2012 Total	2012 - 2013 # Permanent	2012 - 2013 # Modular	2012 - 2013 # Relocatable	2012 - 2013 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0

High (9-12)	0	0	0	0	0	0	0	0
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	5 Year Average
JIM ALLEN ELEMENTARY	0	18	18	18	0	11
BELLVIEW ELEMENTARY	0	0	0	0	0	0
BELLVIEW MIDDLE	154	154	154	154	154	154
BRATT ELEMENTARY	0	0	0	0	0	0
BRENTWOOD ELEMENTARY	80	80	80	80	80	80
BROWN BARGE MIDDLE	44	44	44	44	44	44
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	40	40	40	40	40
CARVER/CENTURY K-8	0	0	0	0	0	0
A V CLUBBS ALTERNATIVE	0	0	0	0	0	0
RANSOM MIDDLE	242	242	242	242	242	242
CORDOVA PARK ELEMENTARY	76	76	76	76	0	61
ENSLEY ELEMENTARY	36	36	36	36	36	36
ESCAMBIA SENIOR HIGH	49	49	49	49	49	49
FERRY PASS ELEMENTARY	72	72	72	72	72	72
FERRY PASS MIDDLE	0	0	0	0	0	0
GEORGE S HALLMARK ELEMENTARY	0	0	0	0	0	0
MONTCLAIR ELEMENTARY	0	0	0	0	0	0
MYRTLE GROVE ELEMENTARY	72	72	72	72	72	72
NAVY POINT ELEMENTARY	0	0	0	0	0	0
LINCOLN PARK ELEMENTARY	0	0	0	0	0	0
W J WOODHAM MIDDLE SCHOOL	0	0	0	0	0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	25	25	25	25	25	25
PINE FOREST SENIOR HIGH	100	100	100	100	100	100
LONGLEAF ELEMENTARY	0	0	0	0	0	0
L D MCARTHUR ELEMENTARY	22	22	22	22	22	22
ESCAMBIA WESTGATE CENTER	10	10	10	10	10	10
BEULAH ELEMENTARY	152	152	152	152	152	152
WASHINGTON SENIOR HIGH	50	50	50	50	50	50

R C LIPSCOMB ELEMENTARY	152	152	152	152	152	152
JIM C BAILEY MIDDLE	208	208	208	208	208	208
NORTHVIEW SENIOR HIGH	0	0	0	0	0	0
MOLINO PARK ELEMENTARY	0	0	0	0	0	0
HELLEN CARO ELEMENTARY	150	150	150	150	150	150
OAKCREST ELEMENTARY	0	0	0	0	0	0
PENSACOLA SENIOR HIGH	0	0	0	0	0	0
PINE MEADOW ELEMENTARY	80	80	80	80	80	80
PLEASANT GROVE ELEMENTARY	54	54	54	54	54	54
SCENIC HEIGHTS ELEMENTARY	28	28	28	28	28	28
O J SEMMES ELEMENTARY	0	0	0	0	0	0
SHERWOOD ELEMENTARY	0	0	0	0	0	0
A K SUTER ELEMENTARY	0	0	0	0	0	0
J M TATE SENIOR HIGH	25	25	25	25	25	25
ERNEST WARD MIDDLE	22	22	22	0	0	13
WARRINGTON ELEMENTARY	167	167	167	167	167	167
WARRINGTON MIDDLE	0	0	0	0	0	0
C A WEIS ELEMENTARY	0	0	0	0	0	0
WEST PENSACOLA ELEMENTARY	18	18	18	18	18	18
J H WORKMAN MIDDLE	22	22	22	22	22	22
REINHARDT HOLM ELEMENTARY	0	0	0	0	0	0
ALLIE YNIESTRA ELEMENTARY	0	0	0	0	0	0
JUDY ANDREWS SCHOOL	0	0	0	0	0	0
SPENCER BIBBS ELEMENTARY	0	0	0	0	0	0
MCMILLAN PRE-K CENTER	0	0	0	0	0	0
ESEAL CENTER	0	0	0	0	0	0
N B COOK ELEMENTARY (NEW)	0	0	0	0	0	0
BLUE ANGELS ELEMENTARY	0	0	0	0	0	0
GLOBAL LEARNING ACADEMY	0	0	0	0	0	0
GEORGE WASHINGTON CARVER MIDDLE	0	0	0	0	0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0	0	0	0	0

Totals for ESCAMBIA COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	**2,150**	**2,168**	**2,168**	**2,146**	**2,052**	**2,137**
Total number of COFTE students projected by year.	**37,492**	**37,003**	**36,678**	**36,335**	**35,984**	**36,698**
Percent in relocatables by year.	**6 %**	**6 %**	**6 %**	**6 %**	**6 %**	**6 %**

Leased Facilities Tracking

Exising leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2012 - 2013	FISH Student Stations	Owner	# of Leased Classrooms 2016 - 2017	FISH Student Stations
BROWN BARGE MIDDLE	0	0		0	0
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	0	0		0	0
CARVER/CENTURY K-8	0	0		0	0
A V CLUBBS ALTERNATIVE	0	0		0	0
RANSOM MIDDLE	0	0		0	0
CORDOVA PARK ELEMENTARY	0	0		0	0
ENSLEY ELEMENTARY	0	0		0	0
ESCAMBIA SENIOR HIGH	0	0		0	0
FERRY PASS ELEMENTARY	0	0		0	0
FERRY PASS MIDDLE	0	0		0	0
GEORGE S HALLMARK ELEMENTARY	0	0		0	0
MONTCLAIR ELEMENTARY	0	0		0	0
MYRTLE GROVE ELEMENTARY	0	0		0	0
NAVY POINT ELEMENTARY	0	0		0	0
OAKCREST ELEMENTARY	0	0		0	0
PENSACOLA SENIOR HIGH	0	0		0	0
PINE MEADOW ELEMENTARY	0	0		0	0
PLEASANT GROVE ELEMENTARY	0	0		0	0
SCENIC HEIGHTS ELEMENTARY	0	0		0	0
O J SEMMES ELEMENTARY	0	0		0	0
SHERWOOD ELEMENTARY	0	0		0	0
A K SUTER ELEMENTARY	0	0		0	0
J M TATE SENIOR HIGH	0	0		0	0
ERNEST WARD MIDDLE	0	0		0	0
WARRINGTON ELEMENTARY	0	0		0	0
WARRINGTON MIDDLE	0	0		0	0
C A WEIS ELEMENTARY	0	0		0	0
WEST PENSACOLA ELEMENTARY	0	0		0	0
J H WORKMAN MIDDLE	0	0		0	0
REINHARDT HOLM ELEMENTARY	0	0		0	0

ALLIE YNIESTRA ELEMENTARY	0	0		0	0
JUDY ANDREWS SCHOOL	0	0		0	0
SPENCER BIBBS ELEMENTARY	0	0		0	0
MCMILLAN PRE-K CENTER	0	0		0	0
LINCOLN PARK ELEMENTARY	0	0		0	0
W J WOODHAM MIDDLE SCHOOL	0	0		0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	0	0		0	0
PINE FOREST SENIOR HIGH	0	0		0	0
LONGLEAF ELEMENTARY	0	0		0	0
L D MCARTHUR ELEMENTARY	0	0		0	0
ESCAMBIA WESTGATE CENTER	0	0		0	0
BEULAH ELEMENTARY	0	0		0	0
WASHINGTON SENIOR HIGH	0	0		0	0
R C LIPSCOMB ELEMENTARY	0	0		0	0
JIM C BAILEY MIDDLE	0	0		0	0
NORTHVIEW SENIOR HIGH	0	0		0	0
ESEAL CENTER	0	0		0	0
N B COOK ELEMENTARY (NEW)	0	0		0	0
BLUE ANGELS ELEMENTARY	0	0		0	0
MOLINO PARK ELEMENTARY	0	0		0	0
GLOBAL LEARNING ACADEMY	0	0		0	0
HELLEN CARO ELEMENTARY	0	0		0	0
JIM ALLEN ELEMENTARY	0	0		0	0
BELLVIEW ELEMENTARY	0	0		0	0
BELLVIEW MIDDLE	0	0		0	0
BRATT ELEMENTARY	0	0		0	0
BRENTWOOD ELEMENTARY	0	0		0	0
GEORGE WASHINGTON CARVER MIDDLE	0	0		0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0		0	0
	0	**0**		**0**	**0**

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as ‘Failed Standards’.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The School District of Escambia County has taken steps to address class-size reduction issues that include:

Closing near or over-capacity schools to transfers
Redistricting attendance zones
Approving charter contracts as appropriate
Establishing magnet programs in under-utilized sites
Establishing our own virtual academy
Increasing dual enrollment options

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

No plans for closure at this time.

Five Year Survey - Ten Year Capacity

ESCAMBIA COUNTY SCHOOL DISTRICT

9/19/2012

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 5 years beyond the 5-year district facilities work program.

No items meet the criteria.

Five Year Survey - Ten Year Infrastructure

ESCAMBIA COUNTY SCHOOL DISTRICT

9/19/2012

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 6 thru 10 out years (Section 28).

Not Specified

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 6 thru 10 out years (Section 29).

Not Specified

Five Year Survey - Ten Year Maintenance

ESCAMBIA COUNTY SCHOOL DISTRICT

9/19/2012

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6 - 10 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

Five Year Survey - Ten Year Utilization

ESCAMBIA COUNTY SCHOOL DISTRICT

9/19/2012

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	24,611	24,611	18,581.71	75.50 %	0	0	0.00 %
Middle - District Totals	12,474	11,224	8,836.85	78.73 %	0	0	0.00 %
High - District Totals	11,425	10,752	9,344.93	86.91 %	0	0	0.00 %
Other - ESE, etc	5,552	3,530	1,932.98	54.76 %	0	0	0.00 %
	54,062	**50,117**	**38,696.47**	**77.21 %**	**0**	**0**	**0.00 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Five Year Survey - Twenty Year Capacity

ESCAMBIA COUNTY SCHOOL DISTRICT

9/19/2012

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 11 - 20 years beyond the 5-year district facilities work program.

No items match the criteria.

Five Year Survey - Twenty Year Infrastructure

ESCAMBIA COUNTY SCHOOL DISTRICT

9/19/2012

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in the 11 through 20 out years (Section 28).

Not Specified

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 through 20 out years (Section 29).

Not Specified

Five Year Survey - Twenty Year Maintenance

ESCAMBIA COUNTY SCHOOL DISTRICT

9/19/2012

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11 - 20 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

Five Year Survey - Twenty Year Utilization

ESCAMBIA COUNTY SCHOOL DISTRICT

9/19/2012

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	24,611	24,611	18,581.71	75.50 %	0	0	0.00 %
Middle - District Totals	12,474	11,224	8,836.85	78.73 %	0	0	0.00 %
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Other - ESE, etc	5,552	3,530	1,932.98	54.76 %	0	0	0.00 %
	54,062	**50,117**	**38,696.47**	**77.21 %**	**0**	**0**	**0.00 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4976 **Growth Management Report** **12. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/03/2013
Issue: 5:47 p.m. - A Public Hearing - LDC Article 12 - Coastal Management
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 12.01.00

That the Board review and adopt an Ordinance to the Land Development Code (LDC) Article 12, to remove the Shoreline Protection Zone 1 designation along Santa Rosa Sound on Pensacola Beach.

BACKGROUND:

This Ordinance is to amend Article 12, Section 12.01.00., to remove the Shoreline Protection Zone 1 designation along Santa Rosa Sound on Pensacola Beach. The 50 foot setback from Santa Rosa Sound required by the Shoreline Protection Zone 1 regulation has not been uniformly applied to development activities on Pensacola Beach. An underlying 30 foot setback from Santa Rosa Sound is also in effect and consistent with other coastline setbacks within Escambia County.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

Ordinance Clean Copy

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art.12 Coastal Management - Draft 3A

Date: July 26, 2013

Date due for placement on agenda: _____

Requested by Allyson Cain

Phone Number: _____

(LEGAL DEPARTMENT USE ONLY)

Legal Review by [signature]

Date Received: July 26, 2013

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

I made minor changes in the text.

ORDINANCE NUMBER 2013-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 12, SECTION 12.01. 00., TO REMOVE THE SHORELINE PROTECTION ZONE 1 DESIGNATION ALONG SANTA ROSA SOUND ON PENSACOLA BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this ordinance is to amend Article 12, Section 12.01.00., to remove the Shoreline Protection Zone 1 designation along Santa Rosa Sound on Pensacola Beach; provide for severability; provide for inclusion in the code and provide for an effective date; and

WHEREAS, the 50 foot setback from Santa Rosa Sound required by the Shoreline Protection Zone 1 regulation has not been uniformly applied to development activities on Pensacola Beach; and

WHEREAS, an underlying 30 foot setback from Santa Rosa Sound is also in effect and consistent with other coastline setbacks within Escambia County.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 12, "Coastal Management," Section 12.01.00., is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

12.01.00. Shoreline protection zones.

Shoreline protection zones means the area that commences at the mean high water line and runs to and includes the 1975 Coastal Construction Control Line (CCCL) as recorded in Plat Book 9 Page 72 A-P. The shoreline protection zones in Escambia County are also known as the "beach preservation zone."

A. *Zone 1.* The following area along the Gulf of Mexico ~~and Santa Rosa Sound~~ shall be considered within Shoreline Protection Zone 1:

1. The waterward line shall run along the line of mean high water.
2. The landward line shall run along the 1975 CCCL.

~~3. For sound side properties the shoreline protection zone shall be the mean high tide line of Santa Rosa Sound.~~

B. *Zone 2.* Zone 2 is the shoreline protection zone on Escambia Bay, Pensacola Bay, Perdido Bay, Old River, Big Lagoon, Santa Rosa Sound and the basins and bayous and shall be measured from the mean high water line to a point five feet landward of the mean high water line.

C. *Prohibitions.* The following activities, unless specifically excepted, shall be prohibited within the shoreline protection zones:

1. Construction of major structures, minor structures, and nonhabitable major structures (see section 12.02.00 for definitions); and

2. Removal of vegetation in Zone 1; and

3. Planting of new vegetation in Zone 1 except for native, indigenous salt-resistant vegetation suitable for beach and dune or area stabilization.

4. No variances shall be granted to authorize development activities within Shoreline Protection Zone 1.

D. *Dune enhancement.* All persons constructing elevated boardwalks or other accessory structures on property located in the shoreline protection zone shall include in their plans, provisions to enhance and revegetate the dune system, if any, on their property.

E. *Exemptions.* Exemptions from this section are beach and dune restoration, water dependant and water related uses and other structures which are intended to prevent erosion or protect other structures from wave and hydrodynamic forces.

12.01.01. Design standards in areas adjacent to shoreline protection zone. In areas adjacent to the shoreline protection zone, the following shall apply:

A. Setbacks.

1. Zone 1. All major structures, minor structures, and nonhabitable major structures shall be setback greater than or equal to the landward boundary of the 1975 CCCL along the Gulf of Mexico. ~~or 50 feet from the landward boundary of the shoreline protection zone of Santa Rosa Sound;~~

2. Zone 2. All major structures shall be setback 25 feet from the landward boundary of the shoreline protection zone in Zone 2.

3. *Exemptions.*

a. For properties fronting the Gulf of Mexico, pile-supported, elevated dune and beach walkover structures are permissible.

DRAFT

b. Pensacola Beach gulf-front properties may construct sundecks, patios, walkways, etc. on a case by case basis consistent with the SRIA board policy manual.

c. In order to prevent takings, Pensacola Beach gulf-front properties that have an insufficient building area to rebuild or redevelop may request a variance to allow construction of a similar structure provided that intrusion into Shoreline Protection Zone 1 is reduced to the maximum extent possible.

d. Rebuilding/repair of decks and nonhabitable major structures within Shoreline Protection Zone 1 is permissible provided the associated major structure has not been substantially damaged.

B. *Impervious area.* Total impervious surface, including but not limited to buildings, houses, parking lots, garages, accessory buildings, driveways, pools and walkways is limited to that which is required to serve the proposed development but in no case shall exceed 75 percent of the land area of the entire site.

C. *Vegetation.* The development shall leave a minimum of ten percent of the site as trees, shrubs, or other natural vegetation, or replace existing trees at a minimum ratio of 1.1.

D. *Discharges.* Point source and non-point-source discharges are prohibited, except for stormwater, which may be discharged only if it meets the following minimum standards:

1. Stormwater discharges shall provide off-line retention or off-line detention with filtration of the first one-half inch of runoff.

E. *Erosion control.* Siltation and erosion control measures shall be applied to stabilize barren areas and other unvegetated areas during and after construction. Sediment settling ponds shall be installed for stormwater runoff prior to the creation of any impervious surfaces. For lots or parcels that are cleared, silt screens shall be placed between the construction site and the water body to prevent erosion and siltation.

F. *Channels.* Any channels constructed shall meet all relevant state and or federal standards. The direct discharge of stormwater through channelization to adjacent water bodies is prohibited.

G. *Dredging.* Any dredging shall be conducted at times of minimum biological activity to avoid fish migration and spawning, and other cycles and activities of wildlife.

DRAFT

H. *Spoil disposal.* Any spoil that results from dredging shall be disposed of at upland sites and stabilized within 30 days, unless the spoil is causing turbidity or other problems, in which case the developer must stabilize the spoil immediately.

I. *Littoral drift.* If dredging changes the littoral drift processes and causes adjacent shores to erode, the developer shall periodically replenish these shores with the appropriate quantity and quality of aggregate (sand) in accordance with section 12.05.01.

J. *Buffer.* Buffers shall conform to the requirements of section 7.15.06I.

[K. *Reserved.*]

L. *Discoloration.* Material used for fill shall not discolor the natural white sands of Santa Rosa Island or Perdido Key. White sand, oyster shell, limestone and white dolomite are among materials approved for fill or masonry mixes for new development or redevelopment projects on Santa Rosa Island or Perdido Key; reference section 12.05.02.

(Ord. No. 2000-45, § 1, 10-5-2000; Ord. No. 2005-56, § 1, 11-17-2005)

<u>Section 2.</u> 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.

<u>Section 3.</u> Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

DRAFT

<u>Section 4.</u> **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2013-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 12, SECTION 12.01. 00., TO REMOVE THE SHORELINE PROTECTION ZONE 1 DESIGNATION ALONG SANTA ROSA SOUND ON PENSACOLA BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this ordinance is to amend Article 12, Section 12.01.00., to remove the Shoreline Protection Zone 1 designation along Santa Rosa Sound on Pensacola Beach; provide for severability; provide for inclusion in the code and provide for an effective date; and

WHEREAS, the 50 foot setback from Santa Rosa Sound required by the Shoreline Protection Zone 1 regulation has not been uniformly applied to development activities on Pensacola Beach; and

WHEREAS, an underlying 30 foot setback from Santa Rosa Sound is also in effect and consistent with other coastline setbacks within Escambia County.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 12, "Coastal Management," Section 12.01.00., is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

12.01.00. Shoreline protection zones.

Shoreline protection zones means the area that commences at the mean high water line and runs to and includes the 1975 Coastal Construction Control Line (CCCL) as recorded in Plat Book 9 Page 72 A-P. The shoreline protection zones in Escambia County are also known as the "beach preservation zone."

A. *Zone 1.* The following area along the Gulf of Mexico ~~and Santa Rosa Sound~~ shall be considered within Shoreline Protection Zone 1:

1. The waterward line shall run along the line of mean high water.
2. The landward line shall run along the 1975 CCCL.

~~3. For sound side properties the shoreline protection zone shall be the mean high tide line of Santa Rosa Sound.~~

B. *Zone 2.* Zone 2 is the shoreline protection zone on Escambia Bay, Pensacola Bay, Perdido Bay, Old River, Big Lagoon, Santa Rosa Sound and the basins and bayous and shall be measured from the mean high water line to a point five feet landward of the mean high water line.

C. *Prohibitions.* The following activities, unless specifically excepted, shall be prohibited within the shoreline protection zones:

1. Construction of major structures, minor structures, and nonhabitable major structures (see section 12.02.00 for definitions); and

2. Removal of vegetation in Zone 1; and

3. Planting of new vegetation in Zone 1 except for native, indigenous salt-resistant vegetation suitable for beach and dune or area stabilization.

4. No variances shall be granted to authorize development activities within Shoreline Protection Zone 1.

D. *Dune enhancement.* All persons constructing elevated boardwalks or other accessory structures on property located in the shoreline protection zone shall include in their plans, provisions to enhance and revegetate the dune system, if any, on their property.

E. *Exemptions.* Exemptions from this section are beach and dune restoration, water dependant and water related uses and other structures which are intended to prevent erosion or protect other structures from wave and hydrodynamic forces.

12.01.01. Design standards in areas adjacent to shoreline protection zone. In areas adjacent to the shoreline protection zone, the following shall apply:

A. Setbacks.

1. Zone 1. All major structures, minor structures, and nonhabitable major structures shall be setback greater than or equal to the landward boundary of the 1975 CCCL along the Gulf of Mexico. ~~or 50 feet from the landward boundary of the shoreline protection zone of Santa Rosa Sound;~~

2. Zone 2. All major structures shall be setback 25 feet from the landward boundary of the shoreline protection zone in Zone 2.

3. *Exemptions.*

a. For properties fronting the Gulf of Mexico, pile-supported, elevated dune and beach walkover structures are permissible.

b. Pensacola Beach gulf-front properties may construct sundecks, patios, walkways, etc. on a case by case basis consistent with the SRIA board policy manual.

c. In order to prevent takings, Pensacola Beach gulf-front properties that have an insufficient building area to rebuild or redevelop may request a variance to allow construction of a similar structure provided that intrusion into Shoreline Protection Zone 1 is reduced to the maximum extent possible.

d. Rebuilding/repair of decks and nonhabitable major structures within Shoreline Protection Zone 1 is permissible provided the associated major structure has not been substantially damaged.

B. *Impervious area.* Total impervious surface, including but not limited to buildings, houses, parking lots, garages, accessory buildings, driveways, pools and walkways is limited to that which is required to serve the proposed development but in no case shall exceed 75 percent of the land area of the entire site.

C. *Vegetation.* The development shall leave a minimum of ten percent of the site as trees, shrubs, or other natural vegetation, or replace existing trees at a minimum ratio of 1.1.

D. *Discharges.* Point source and non-point-source discharges are prohibited, except for stormwater, which may be discharged only if it meets the following minimum standards:

1. Stormwater discharges shall provide off-line retention or off-line detention with filtration of the first one-half inch of runoff.

E. *Erosion control.* Siltation and erosion control measures shall be applied to stabilize barren areas and other unvegetated areas during and after construction. Sediment settling ponds shall be installed for stormwater runoff prior to the creation of any impervious surfaces. For lots or parcels that are cleared, silt screens shall be placed between the construction site and the water body to prevent erosion and siltation.

F. *Channels.* Any channels constructed shall meet all relevant state and or federal standards. The direct discharge of stormwater through channelization to adjacent water bodies is prohibited.

G. *Dredging.* Any dredging shall be conducted at times of minimum biological activity to avoid fish migration and spawning, and other cycles and activities of wildlife.

H. *Spoil disposal.* Any spoil that results from dredging shall be disposed of at upland sites and stabilized within 30 days, unless the spoil is causing turbidity or other problems, in which case the developer must stabilize the spoil immediately.

I. *Littoral drift.* If dredging changes the littoral drift processes and causes adjacent shores to erode, the developer shall periodically replenish these shores with the appropriate quantity and quality of aggregate (sand) in accordance with section 12.05.01.

J. *Buffer.* Buffers shall conform to the requirements of section 7.15.06I.

[K. *Reserved.*]

L. *Discoloration.* Material used for fill shall not discolor the natural white sands of Santa Rosa Island or Perdido Key. White sand, oyster shell, limestone and white dolomite are among materials approved for fill or masonry mixes for new development or redevelopment projects on Santa Rosa Island or Perdido Key; reference section 12.05.02.

(Ord. No. 2000-45, § 1, 10-5-2000; Ord. No. 2005-56, § 1, 11-17-2005)

Section 2. **Severability.**

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

Section 3. **Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

<u>Section 4.</u> **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4977 **Growth Management Report** **12. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/03/2013
Issue: 5:48 p.m. - A Public Hearing - Navy Federal Credit Union - Urban Service Area USA 2013-01
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, "Future Land Use Element"

That the Board review and adopt an Ordinance amending Chapter 7, “The Future Land Use Element,” to adopt the Navy Federal Credit Union Urban Service Area; creating a new FLU 6 with associated objective and policies; amending the 2030 Future Land Use Map, adopting a boundary for the Navy Federal Credit Union Urban Service Area.

At the July 1, 2013, Planning Board meeting, the Board recommended approving the Ordinance for transmittal to the Department of Economic Opportunity (DEO). On August 8, 2013, the Board of County Commissioners approved the Ordinance for transmittal to DEO. On September 12, 2013, the County received notice from DEO that they had no comments related to important state resources and facilities within their departments scope of review that would be adversely impacted by the amendment, if adopted.

BACKGROUND:

Florida Statute 163.3164, Community Planning Act; definitions (50) “Urban Service Area” means areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the Capital Improvements Element. The term includes any areas identified in the comprehensive plan as Urban Service Areas, regardless of local government limitation. The agent requests a future land use (FLU) text and supporting map amendment to adopt the Urban Service Area (USA) designation for parcels totaling 317.85 (+/-) acres, under single ownership.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan and to the Future Land Use map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance
Ordinance Clean Copy
Application Package
Staff Analysis
Agency Response Letters

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Navy Federal Credit Union Urban Service Area - Draft 7A

Date: _____

Date requested back by: _____

Requested by: Juan C. Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by [signature]

Date Received: June 27, 2013

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

I made changes to the ordinance, but not the exhibits. See my email of June 27th.

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," TO ADOPT THE NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA; CREATING A NEW FLU 6 WITH ASSOCIATED OBJECTIVES AND POLICIES; PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, TO ADOPT THE BOUNDARY FOR THE NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, Escambia County wants to implement an Urban Service Area as defined in Chapter 163.3164(50),Florida Statutes within the unincorporated areas of the county; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

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

SECTION 1. PURPOSE AND INTENT

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

SECTION 2. TITLE OF COMPREHENSIVE PLAN AMENDMENT

This Comprehensive Plan amendment shall be entitled "Navy Federal Credit Union Urban Service Area."

SECTION 3. IMPLEMENTATION OF NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA

Chapter 7 of the Escambia County Comprehensive Plan: 2030, as amended, is further amended to add the Goal, Objectives and Policies for the Navy Federal Credit Union Urban Service Area (Exhibit A).

SECTION 4. ADDITION TO THE 2030 FUTURE LAND USE MAP

The 2030 Future Land Use Map is amended to include the Navy Federal Credit Union Urban Service Area Boundary Map (Exhibit B).

SECTION 5. SEVERABILITY

It is declared the intent of the Board of County Commissioners that if 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 provision of this Ordinance.

SECTION 6. INCLUSION IN THE CODE

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. EFFECTIVE DATE

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

GOAL FLU 6 NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA

Escambia County shall create the Navy Federal Credit Union Urban Service Area (NFCU Urban Service Area) and associated guidelines and policies to assure the provision of public facilities, infrastructure, and services adequate to serve new development, to encourage efficient development patterns and the efficient delivery of public services, while also protecting environmental and historical resources and facilities.

Chapter 163.3164(e)(5)(50), F.S., Community Planning Act definitions define urban service area: "Urban Service Area" means areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the capital improvements element. The term includes any areas identified in the comprehensive plan as urban service areas, regardless of local government limitation.

Goals, objectives, and policies specifically related to the NFCU Urban Service Area were adopted to identify, plan for, schedule and implement infrastructure and services needed to support the long-term, master planned development of the Navy Federal Credit Union contact center.

OBJ FLU 6.1 NFCU Urban Service Area Boundary Map

Adopt an Urban Service Area Boundary Map for the NFCU Urban Service Area and place the boundary on the Future Land Use Map.

POLICIES

FLU 6.1.1 The NFCU Urban Service Area Boundary Map indicated on the Future Land Use Map identifies the specific location and boundaries of the NFCU Urban Service Area. Areas outside the NFCU Urban Service Area boundary are not subject to the policies and guidelines that are adopted and implemented within the boundary.

FLU 6.1.2 For concurrency determination, the county shall ensure that development within the FLU 6 NFCU Urban Service Area is consistent with the Level of Service standards delineated within the comprehensive plan.

FLU 6.1.3 For the purposes of infrastructure analysis, significant public facilities evaluation shall include: sanitary sewer, solid waste, potable water, storm water management, transportation-traffic, and recreation and open space.

FLU 6.1.4 Significant natural resources evaluation shall include: wellheads, historically significant sites, and onsite natural resources.

FLU 6.1.5 The NFCU Urban Service Area shall be depicted on the Future Land Use Map and be evaluated separately in future statutorily required evaluation & appraisal reports.

FLU 6.1.6 Any addition or deletion of property or changes to the boundaries in the NFCU Urban Service Area shall be accomplished through a comprehensive plan amendment, demonstrating compliance with applicable provisions of state and local law. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in the NFCU Master Plan (Master Plan) and in the Comprehensive Plan.

FLU 6.1.7 Development within the NFCU Urban Service Area shall be consistent with the Escambia County Comprehensive Plan and Future Land Use Map (FLUM).

FLU 6.1.8 Development within the NFCU Urban Service Area will apply and implement accepted planning principles and innovative and flexible planning strategies.

FLU 6.1.9 Development within the NFCU Urban Service Area shall support and further the following general principles:

Land Use

a. Promote efficient, compact, master-planned development to accommodate growth programs, patterns, and facilities of Navy Federal Credit Union within the NFCU Urban Service Area.
b. Encourage development patterns within the NFCU Urban Service Area that can be efficiently served with adequate public and private infrastructure and services.
c. Assure adequate identification, analysis, and protection of important natural resources through the master planning process in order to create sustainable, environmentally sensitive treatment of the resources identified.
d. Encourage development and provision of support services and facilities onsite within the NFCU Urban Service Area to serve the daily needs of the employees and visitors to the site.

Economic Development

a. Promote economic development and job creation.
b. Identify public/private partnerships that can assist Navy Federal Credit Union with the provision of onsite and offsite infrastructure and services needed to adequately support the long-term development of the NFCU Master Plan.

Transportation

a. Assure that onsite and offsite traffic circulation is adequate to provide current and future access to the site to assure essential operation of the contact center during all business hours.

b. Identify resources needed to plan for, design, program, and develop improvements to offsite roadway and transportation facilities needed to support the development of the Master Plan.

Infrastructure and Services

a. Promote efficient provision of infrastructure and services, both within the NFCU Urban Service Area and those required offsite to support future development of the Master Plan.
b. Identify and request fiscal resources needed to develop supporting offsite infrastructure, services, and systems needed to support continued development of the Master Plan in the future.
c. Coordinate with the local sanitary sewer, potable water, and solid waste service providers to assure continued adequate service throughout the future development of the Master Plan.

Capital Improvements Plan

a. Identify current and future infrastructure and service capital improvement needs in a NFCU Urban Service Area capital improvements plan (NFCU CIP).
b. Identify scheduling of capital improvements in the NFCU CIP.
c. Identify possible funding sources to provide needed capital improvements during future development of the Master Plan.

FLU 6.1.10 Development within the NFCU Urban Service Area shall provide for orderly development of land, focusing on the timing and location of development and the overall pattern of land use within the Urban Service Area.

FLU 6.1.11 The general descriptions, types of allowable non-residential uses, and intensities within the NFCU Urban Service Area shall be as provided by the underlying MU-U future land use category.

FLU 6.1.12 Development within the NFCU Urban Service Area will direct growth to an area where infrastructure and services exist or can be provided to support development at approved intensities.

FLU 6.1.13 Development within the NFCU Urban Service Area shall not adversely affect the mission of the adjacent military installation.

OBJ FLU 6.2 Economic Development

To implement the economic development principles of the NFCU Urban Service Area, and to promote strategies for long-term, master planned development, efficient provision of infrastructure and urban services, and support of a stronger economy within Escambia County.

POLICIES

FLU 6.2.1 Planned public and private provision of adequate supporting infrastructure and services throughout the future development of the NFCU Master Plan will assure continued efficient expansion of NFCU programs and the provision and expansion of future employment opportunities provided by NFCU.

FLU 6.2.2 Development within the NFCU Urban Service Area is intended to encourage desired economic development supported by adequate public and private facilities and services to retain existing jobs, and to support expansion of employment opportunities provided by NFCU.

FLU 6.2.3 Development within the NFCU Urban Service Area shall encourage compact development to assure that the extension of development related services can be made efficiently and economically.

OBJ FLU 6.3 Transportation

To implement the transportation principles of the NFCU Urban Service Area.

POLICIES

FLU 6.3.1 The County shall review development proposals within the NFCU Urban Service Area to assure adequate consideration and analysis of operation of local roadways, and assure Florida Department of Transportation (FDOT) minimum operating level of service standards for each roadway type are met.

FLU 6.3.2 For each future phase of development within the NFCU Urban Service Area, a transportation analysis shall be completed that identifies arterial and collector roads impacted by traffic generated by the phase, needed improvements to mitigate the impacts, and documents the timing and estimated cost for transportation improvements.

FLU 6.3.3 The required traffic analysis should also identify the proposed location of transit routes and the manner in which they may be integrated into the regional transportation system to support transportation access to and from the NFCU Urban Service Area.

FLU 6.3.4 Prior to initiation of any transportation analysis, the County and the applicant shall consult with FDOT representatives to discuss the analysis methodology.

FLU 6.3.5 Each phase of future development proposed shall analyze new impacts to the local and regional road network.

OBJ FLU 6.4 Infrastructure and Services

Provision of adequate public facilities to serve the NFCU Urban Service Area.

POLICIES

FLU 6.4.1 Each development phase of the NFCU Urban Service Area shall be evaluated to determine whether adequate public facilities and services exist to serve the identified needs of the NFCU Urban Service Area.

FLU 6.4.2 Public facilities and services shall be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency.

FLU 6.4.3 Procedures and guidelines governing the provision of adequate public facilities and services shall not replace or supersede any provisions of the Escambia County concurrency management system, except as may be identified within FLU 6.

FLU 6.4.4 The land development process within the NFCU Urban Service Area is intended to provide for necessary improvements so that public facility needs created by future expansion do not exceed the capacity of existing or future infrastructure systems or services.

FLU 6.4.5 Development within the NFCU Urban Service Area shall provide for onsite infrastructure systems and services through service agreements with service providers and cooperative efforts with Escambia County, in order to maintain capacity consistent with the established LOS standards for concurrency-related public facilities that are within the jurisdiction of the County.

FLU 6.4.6 Development within the NFCU Urban Service Area shall continue to provide infrastructure facilities and services, through agreements with the service providers, to serve the Heritage Oaks Commerce Park portion of the NFCU campus for which development orders were issued and development rights are vested. The Heritage Oaks Commerce Park portion of the NFCU campus is deemed to be vested for concurrency determination.

OBJ FLU 6.5 Capital Improvements Plan

Provision of a capital improvements plan to serve the NFCU Urban Service Area.

POLICIES

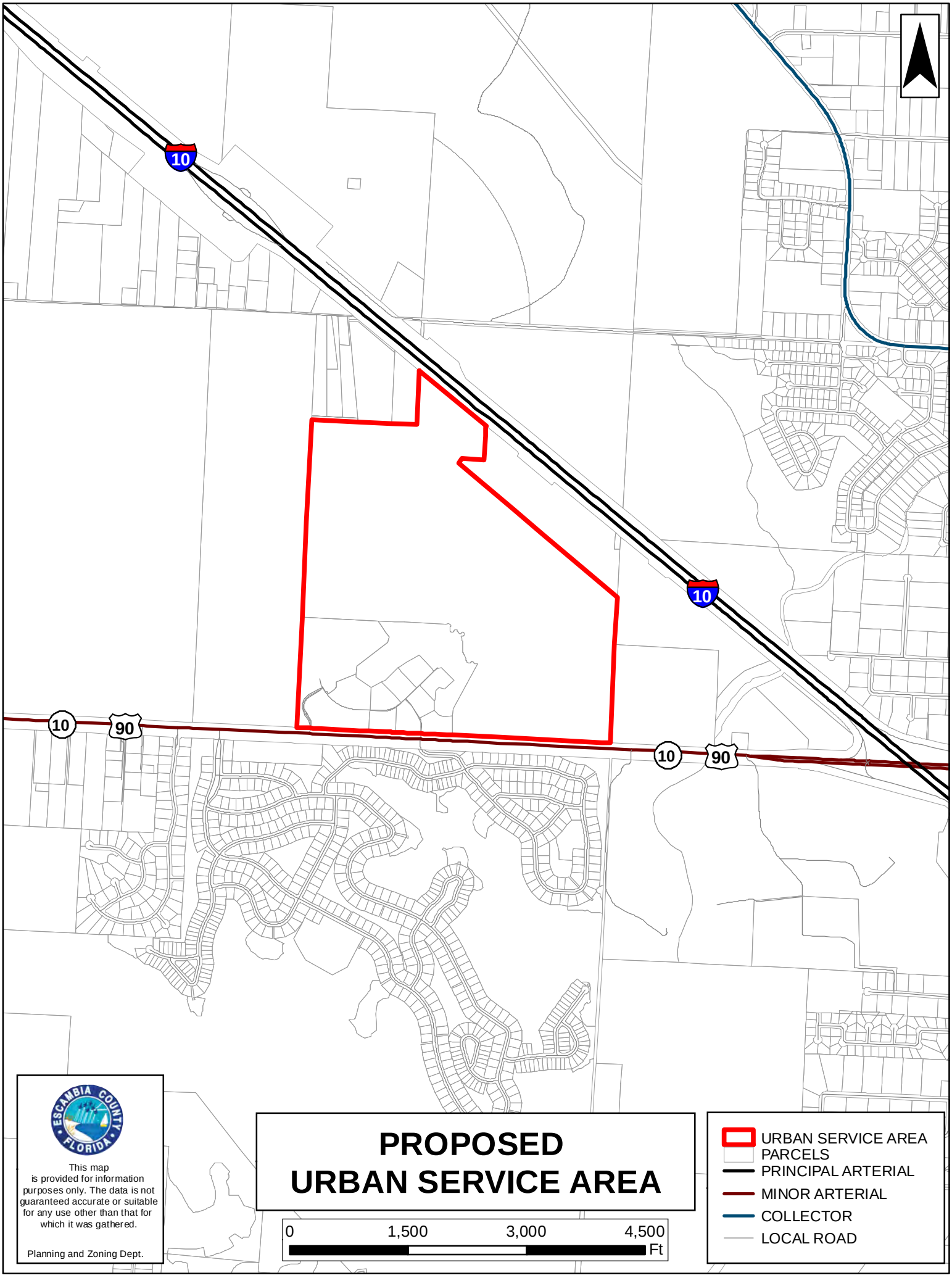
FLU 6.5.1 The Capital Improvements Element of the NFCU Urban Service Area shall be used to guide development of capital facilities necessary to accommodate desired future expansion within the campus, utilizing funding from all available sources.

FLU 6.5.2 Needed infrastructure facilities and services described in the Five-Year Schedule of Capital Improvements will be provided as required to support implementation and development of the NFCU Urban Service Area.

FLU 6.5.3 Public and private funding sources will be utilized to implement the Goals, Objectives and Policies of the Escambia County Comprehensive Plan, and provide a financially feasible Schedule of Capital Improvements to support future development within the NFCU Urban Service Area.

FLU 6.5.4 Federal, state, and local economic development and other fiscal resources will be obtained, to the full extent available, to maintain LOS standards and support the NFCU Urban Service Area Five-Year Schedule of Capital Improvements.

FLU 6.5.5 By April 1 of each year, the property owner shall provide a summary status report to the County on the status of capital project implementation activities within the NFCU Urban Service Area and if no new development has occurred within the previous 365 days prior to April 1, a notice shall be provided noting no new development.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URBAN SERVICE AREA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.

ORDINANCE NUMBER 2013-___

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DONE AND ENACTED this_____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

GOAL FLU 6 NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA

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To implement the economic development principles of the NFCU Urban Service Area, and to promote strategies for long-term, master planned development, efficient provision of infrastructure and urban services, and support of a stronger economy within Escambia County.

POLICIES

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OBJ FLU 6.3 Transportation

To implement the transportation principles of the NFCU Urban Service Area.

POLICIES

FLU 6.3.1 The County shall review development proposals within the NFCU Urban Service Area to assure adequate consideration and analysis of operation of local roadways, and assure Florida Department of Transportation (FDOT) minimum operating level of service standards for each roadway type are met.

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OBJ FLU 6.4 Infrastructure and Services

Provision of adequate public facilities to serve the NFCU Urban Service Area.

POLICIES

FLU 6.4.1 Each development phase of the NFCU Urban Service Area shall be evaluated to determine whether adequate public facilities and services exist to serve the identified needs of the NFCU Urban Service Area.

FLU 6.4.2 Public facilities and services shall be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency.

FLU 6.4.3 Procedures and guidelines governing the provision of adequate public facilities and services shall not replace or supersede any provisions of the Escambia County concurrency management system, except as may be identified within FLU 6.

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OBJ FLU 6.5 Capital Improvements Plan

Provision of a capital improvements plan to serve the NFCU Urban Service Area.

POLICIES

FLU 6.5.1 The Capital Improvements Element of the NFCU Urban Service Area shall be used to guide development of capital facilities necessary to accommodate desired future expansion within the campus, utilizing funding from all available sources.

FLU 6.5.2 Needed infrastructure facilities and services described in the Five-Year Schedule of Capital Improvements will be provided as required to support implementation and development of the NFCU Urban Service Area.

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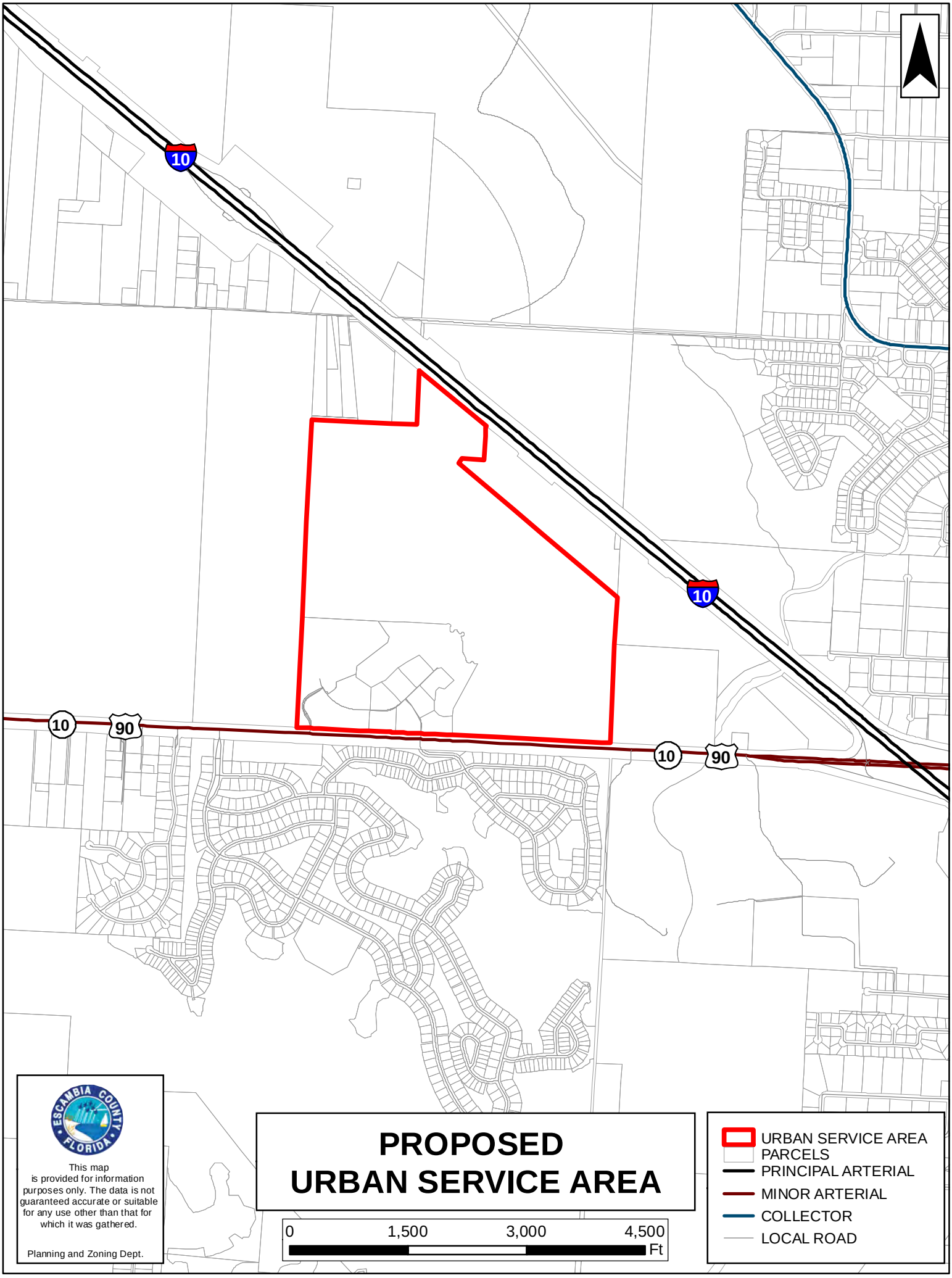
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URBAN SERVICE AREA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Planning and Zoning Dept.

Escambia County Comprehensive Plan Amendment Application

Navy Federal Credit Union Master Plan Expansion
Urban Service Area

June 6, 2013

ATKINS

ATKINS

Atkins North America, Inc.
120 Richard Jackson Boulevard, Suite 230
Panama City Beach, Florida 32407-2516

Telephone: +1.850.236.8675
Fax: +1.850.236.8676

www.atkinsglobal.com/northamerica

June 6, 2013

Allyson Cain, Urban Planner II
Escambia County Development Services
3363 West Park Place
Pensacola, Florida 32505

Re: Navy Federal Credit Union Expansion Plan Urban Service Area Comprehensive Plan Amendment Application

Dear Ms. Cain:

The attached application is a request to create a new urban service area (USA) comprehensive plan future land use map category entitled **USA-NFCU** and to amend or add sufficient text to the comprehensive plan policies to describe and define the USA-NFCU category and how it would apply to the NFCU properties. The USA would provide a means of assuring a long-term planned program to provide infrastructure needed for NFCU expansion. We look forward to conferring with you on the specifics of how the proposed USA would function. The following documents are included with this letter in support of the request:

1. Application and Application Checklist
2. Application Data and Analysis Narrative
3. Concurrency Determination Acknowledgement
4. Affidavit of Ownership and Limited Power of Attorney
5. Legal Proof of Ownership
6. Legal Descriptions of the Property, Street Address, and Property Reference Numbers
7. Boundary Surveys
8. Checks for Application Fees

Please contact me via email at david.haight@atkinsglobal.com or by phone at (850) 236-8675) if you have any questions or need additional information for this request. Alternately, you may also contact Kimberly Aderholdt at NFCU via email at Kimberly_Aderholdt@navyfederal.org or by phone at (850) 912-0928. Thank you.

Sincerely,
ATKINS

David M. Haight, AICP, LEED Green Associate
Project Manager

Cc: Kimberley Aderholdt, NFCU
Jesse Rigby, Clark Partington Hart Larry Bond & Stackhouse
attachments

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT _____
Current FLU: _____ Desired FLU: _____ Zoning: _____Taken by:_____
Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date:

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Navy Federal Credit Union

Address:
820 Follin Lane

City: Vienna State: VA Zip Code: 22180

Telephone: (850) 912-0100 Deborah H. Calder, Sr. Vice President

Email: Debbie_Calder@navyfederal.org

DESCRIPTION OF PROPERTY:

Street address: 4810 West Nine Mile Road, Pensacola, FL 32526

:

Subdivision:

: None

Property reference number: Section 04 Township 1S Range 31

Parcel 1101 Lot 000 Block 000

Size of Property (acres) 241.9 (NFCU Expansion parcel; former 4H parcel) plus 65.95 acres (Heritage Oaks Commerce Park parcel) Total acreage: 307.85

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Deborah H. Calder, Sr Vice President, Navy Federal Credit Union 06/06/13
Signature (Property Owner) Printed Name Date

David M. Haight, Sr Project Manager, Atkins North America 06/06/13
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Jesse W. Rigby, Attorney, Clark Partington, Hart, Larry, Bond & Stackhouse 06/06/13
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 5550 Heritage Oaks Drive

City: Pensacola State: FL Zip: 32526-7855

Telephone (850) 912 - 0100 Fax # (850) 912 - 0011

Email: Debbie_Calder@navyfederal.org

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 6th day of June, year of 2013 by, Deborah H. Calder who ( ) did (X) did not take an oath. ~~He~~/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current_____as identification.

June 6, 2013 Denise D. Leonard
Signature of Notary Public Date Printed Name of Notary
My Commission Expires November 23, 2015 Commission No. EE144701
(Notary seal must be affixed)

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 4810 West Nine Mile Road, Pensacola, FL 32526, Pensacola, Florida, Property Reference Number(s) 04-1S-31-1101-000-000, I hereby designate David M. Haight, AICP or Jesse W. Rigby, Attorney-at-Law, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 6th day of June, the year of 2013, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

	06/06/13	Deborah H. Calder, Sr Vice President, Navy Federal Credit Union
Signature of Property Owner	Date	Printed Name of Property Owner
	06/06/13	David M. Haight, Sr Project Manager, Atkins North America
Signature of Agent	Date	Printed Name of Agent
	06/06/13	Jesse W. Rigby, Attorney, Clark Partington, Hart, Larry, Bond & Stackhouse
Signature of Agent	Date	Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 6th day of June, year of 2013 by, Deborah H. Calder who ( ) did (X) did not take an oath.

He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

	June 6, 2013	Denise D. Leonard
Signature of Notary Public	Date	Printed Name of Notary

Commission No. EE144701 My Commission Expires November 23, 2015

(Notary seal must be affixed)

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Navy Federal Credit Union Master Plan Expansion Phase 1

Property reference #: Section 04 Township 1S Range 31

Parcel # 1101-000-000

Project Address: 4810 West Nine Mile Road, Pensacola, FL 32526

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 6th DAY OF June, 20 13

	Deborah H. Calder, Sr Vice President, Navy Federal Credit Union
Owner's signature	**Owner's name (print)**
	David M. Haight, Sr Project Manager, Atkins North America
Agent's signature	**Agent's name (print)**
	Jesse W. Rigby, Attorney, Clark Partington, Hart, Larry, Bond & Stackhouse
Agent's signature	**Agent's name (print)**

Future Land Use Map Amendment
Application Checklist

1. Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).

   Home Office:
   Navy Federal Credit Union
   820 Follin Lane
   Vienna, Virginia, 22180
   (850) 912-0100

   Greater Pensacola Operations:
   Deborah H. Calder, Sr. Vice President (Debbie_Calder@navyfederal.org)
   5550 Heritage Oaks Drive
   Pensacola, Florida 32526-7855
   (850) 912-0100

2. Letter of request, including reason(s) for map amendment and desired future land use category

   A letter of request is attached. The Future Land Use Map Amendment Application is attached.

3. Notarized Affidavit of Ownership and Authorization

   The notarized Affidavit of Ownership and Authorization is attached.

4. Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf

   The notarized Affidavit of Ownership and Limited Power of Attorney is attached.

5. Concurrency Determination Acknowledgement

   The Concurrency Determination Acknowledgement is attached.

6. Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.

   A copy of the deed for the Navy Federal Credit Union Master Plan Expansion parcel (4H parcel) as recorded in OR Book 6893, Page 907, of the public records of Escambia County, Florida, is attached in Appendix "F".

   A copy of deeds for the Navy Federal Credit Union Heritage Oaks Commerce Park parcels are attached in Appendix "F". The property was purchased from Escambia County in three transactions: 1. Original parcel referred to as Tract A and Tract B, Heritage Oaks Commerce Park as per Plat Book 17, Pages 60A and 60B (2003 and 2004), 2. Lots 1-8, Heritage Oaks Commerce Park as per Plat Book 17, Pages 60A and 60B (2003), and, 3. Tract S as per Plat Book 17, Pages 60A and 60B (2007), which completed acquisition of all properties within Heritage Oaks Commerce Park.

7. Street Map depicting general property location

A location map is included in the narrative.

8. Legal Description of exact property area proposed for a future land use map amendment, including:

- *Street Address*
  4810 West Nine Mile Road
  Pensacola, Florida 32526

- *Property Reference Number(s)*
  Section 04, Township 1S, Range 31W
  Parcel No. 1101-000-000

- *Boundary Survey*

  A boundary survey for the Navy Federal Credit Union Master Plan Expansion parcel (4H parcel) is attached as Exhibit "A".

  A boundary survey for the Navy Federal Credit Union Heritage Oaks parcel is attached as Exhibit "B".

- *Total acreage requested for amendment*

  Navy Federal Credit Union Heritage Oaks Parcel: 65.95 acres
  Navy Federal Credit Union 4H Parcel: 241.9 acres
  Total Acreage: 307.85 acres

9. Land Use Map Amendment Application fee

Checks for the application fee of $2,695.00 and the advertising notice deposit of $1,000.00 are attached to this application.

10. Complete Data and Analysis

The data and analysis narrative is provided in the following section.

Introduction

Navy Federal Credit Union's (NFCU), Greater Pensacola Operations is located on Nine Mile Road west of Interstate 10. NFCU proposes to expand the operation of the existing campus in Pensacola with Phase 1 to take place on adjoining property purchased in August 2012. This regional operations center houses all of Navy Federal's major business units and an expansion is needed to provide service to its over four million members. As the world's largest credit union, Navy Federal has 229 branches around the world. The subject parcels for this comprehensive plan amendment application are described in Urban Service Area - Exhibit "A", the expansion property boundary and legal description, and in Urban Service Area - Exhibit "B", the Heritage Oaks Commerce Park property boundary and legal description. Future potential phases of development proposed on the expansion site are shown for reference in Exhibit "C", Navy Federal Credit Union--Development Phases.

Existing Development

Heritage Oaks Commerce Park (OR Book, 4711, Page 1015; Plat Book 17, Pages 60 and 60A) was developed by Escambia County as a 66 acre commercial/industrial incubator facility intended to foster economic development and job creation within Escambia County. Initial phases of the NFCU campus were developed over a number of years in Heritage Oaks, as shown in the Phase 1 map indicating the existing Heritage Oaks development (Buildings B1, B2, B3, B4, and Parking Deck D1), and the initial Phase 1 of the Navy Federal Credit Union Expansion Master Plan is soon to be developed.

The commerce park campus was divided into multiple tracts variously described as Tract A, Tract B, Tract S, and Lots 1-8. Navy Federal Credit Union was the first tenant in Heritage Oaks on Tract A (Building B1), and as NFCU expansion continued incrementally, NFCU ultimately became the only tenant in the commerce park. In December 2004, NFCU purchased the remainder of the developed lots within Heritage Oaks (Lots 1-8) from Escambia County, and later also purchased Tract S in 2007 to place the entirety of Heritage Oaks Commerce Park (now also named the Brian L. McDonnell Center) in NFCU ownership. Development of NFCU facilities continued after the commerce park came under the control of NFCU (Building B4). Table 1 below provides data on previous NFCU development within Heritage Oaks.

Table 1.
Previous Navy Federal Credit Union Development within Heritage Oaks Commerce Park

Building/Phase	Type	Floor Area (sq.ft.)	Year Constructed
Building B1	Offices/Contact Center/Branch	58,000	2003
Building B2	Office/Contact Center	154,000	2007
Building B3	Offices/Amenities	165,000	2009
Building B4	Offices/Mixed Use	225,000	2011
	Total Floor Area (sq.ft)	602,000	
Parking Deck D1	Parking Deck/Central Energy Plant		2008

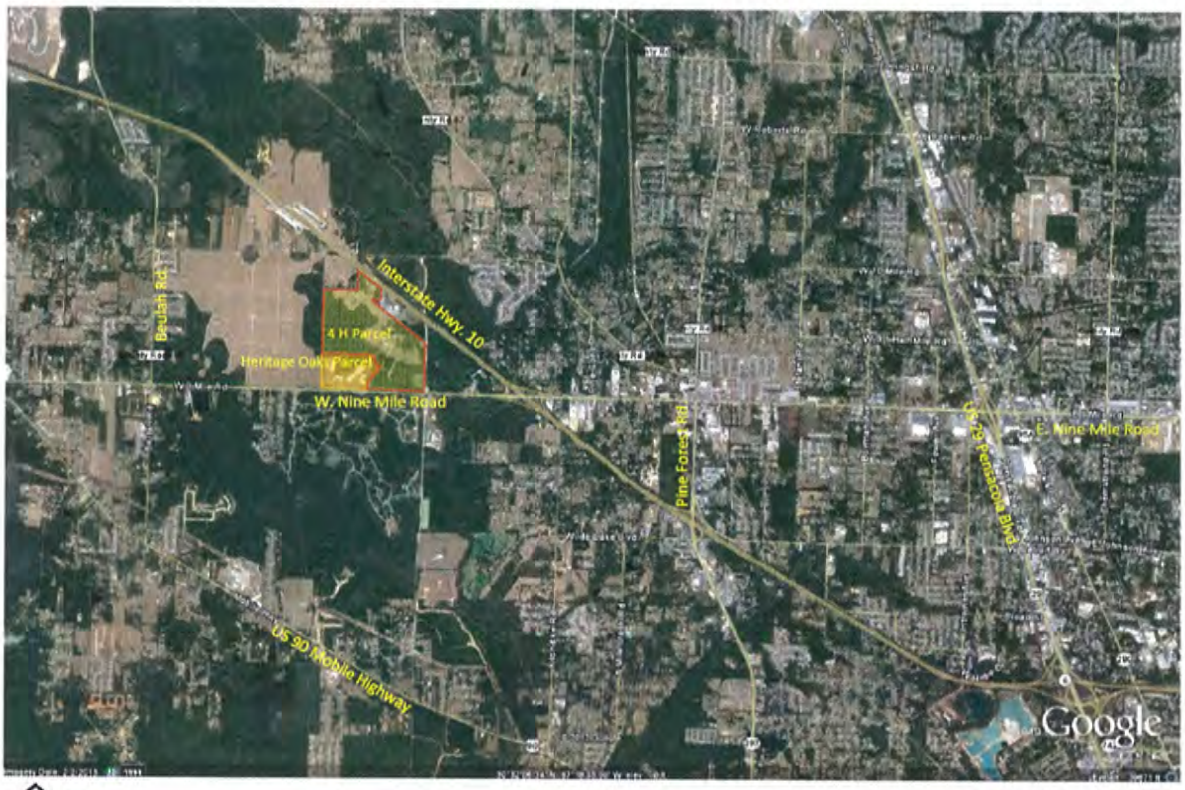
Vesting of Existing Development within Heritage Oaks

As the NFCU campus developed within Heritage Oaks incrementally, each building and phase was reviewed by Escambia County for consistency with the comprehensive plan, local development codes, and concurrency requirements for infrastructure and services. As each local development order was issued, local review determined that sufficient capacity of infrastructure either existed to support the proposed

development, or was provided for by NFCU or the service providers. The completed development within Heritage Oaks indicated in Table 1 is vested and does not require further impact analysis.

Proposed Development

Navy Federal Credit Union is proposing further expansion on the former 4H property and is hopeful that additional expansion, beyond the planned Phase 1, will be needed in the future to serve an increased number of NFCU members. Growth in the general economy, and more specifically growth in NFCU membership and services, will help drive future expansion plans. The adoption of the NFCU Urban Service Area will provide the growth management future land use framework for expansion of the NFCU campus beyond the planned Phase 1.



Project Location Map

Navy Federal Credit Union
Urban Service Area Comprehensive Plan Amendment

ATKINS
June 6, 2013

Table 2 below indicates proposed development in NFCU Master Plan Expansion Phase 1 of Buildings B5 and B6, the Central Energy Plant 2, Recreation Facilities, and Parking Deck D2, along with surface parking access roadways, and supporting stormwater management facilities and utility infrastructure.

Table 2.
Navy Federal Credit Union Master Plan Phase 1 Expansion on the 4H Property

Building	Type	Floor Area (sq.ft. NLA)	Year Constructed
Phase 1			
Building B5	Offices/Contact Center	215,469	2013-2014
Building B6	Office/Contact Center	147,153	2014-2015
	Total Office Floor Area (sq.ft. NLA)	267,627	
Central Energy Plant 2	Campus Energy Production	36,005	2014-2015
	Total Floor Area (sq.ft.)	303,632	
Parking Deck D2	Parking Deck/Central Energy Plant		2015
Surface Lots	Parking Lots and Access Roadways		2013-2015
Infrastructure and Stormwater Management Facilities			2013-2015
Recreation Facilities			2013-2015

Notes:
1. Floor areas are based on preliminary concept plans for the buildings and may change during final design.
2. All construction dates are estimated, based on present programmed development plans, and may be altered during the design and construction phases.
3. NLA refers to net leasable area and does not include elevator penthouses, mechanical spaces, and other non-occupied spaces.

Table 3 provides an estimate of potential future development within the USA-NFCU parcels.

Table 3.
Navy Federal Credit Union Master Plan Future Phased Expansion on the 4H Property

Building	Type	Floor Area (sq.ft. NLA)	Year Constructed
Phase 2			
Building B7	Offices/Contact Center	115,598	2016 -2019
Building B8	Office/Contact Center/Commons	152,029	2016-2019
Warehouse	Storage and Warehousing	50,000	2016-2018
	Total Floor Area (sq.ft.)	317,627	
Parking Deck D3a & D3b	Parking Deck		2016-2019
Surface Lots	Parking Lots and Access Roadways		2016-2019
Phase 3			
Building B9	Offices/Contact Center	115,598	2019-2021
Building B10	Office/Contact Center/Commons	152,029	2019-2021
	Total Floor Area (sq.ft. NLA)	267,627	
Parking Deck D4	Parking Deck		2021
Surface Lots	Parking Lots and Access Roadways		2019-2021
Infrastructure and Stormwater Management Facilities			2019-2021

Notes:
1. Floor areas are based on preliminary concept plans for the buildings and may change during final design.
2. All construction dates are estimated, based on potential development plans, and may be altered during the design and construction phases.
3. NLA refers to net leasable area and does not include elevator penthouses, mechanical spaces, and other non-occupied spaces.

Rezoning for Navy Federal Credit Union Master Plan Expansion Site

The zoning designation of the NFCU Master Plan Expansion Site was amended by order of the Escambia County Board of County Commissioners executed on January 7, 2013 from Agricultural (AG) to Industrial-Commerce Park (ID-CP) (Case No. Z-2012-29), consistent with the locational criteria required by Article 7, Section 7.20.07 Industrial locational criteria (ID-CP, ID-1, ID-2) of the Escambia County Land Development

Code, and Policy FLU 1.3.1 Future Land Use Categories under Objective FLU 1.3 Future Land Use designations of the Escambia County Comprehensive Plan. The rezoning was conditioned on approval of the NFCU comprehensive plan amendment noted below.

Comprehensive Plan Amendment for Navy Federal Credit Union Master Plan Expansion Site

The Escambia County Comprehensive Plan Future Land Use Map category for the Navy Federal Credit Union property parcel described in Exhibit "A" was amended from Recreation (REC) to Mixed Use-Urban (MU-U) on April 2, 2013 by adoption of Ordinance 2013-12 by the County Commission.

Compatibility of the Proposed Development with the Comprehensive Plan Category and Zoning District

During the recent review of the comprehensive plan future land use map amendment and rezoning of the parcel, Escambia County reviewed compatibility of the plan amendment and rezoning application with both the comprehensive plan and land development code. In the process of adopting the required ordinances, the County Commission found the map amendment and rezoning to be consistent with both the Comprehensive Plan and Land Development Code. Review and approval of final development plans for each phase must occur prior to the granting of a development order for the phase.

Comprehensive Plan Data and Analysis

Adoption, Implementation, and Effect of the Navy Federal Credit Union Urban Service Area

The purpose of this proposed comprehensive plan map and text amendment is to create an urban service area consistent with Chapter 163, Florida Statutes, as an alternative to Development of Regional Impact (DRI) review processes described in Chapter 380, F.S. Prior to 2011 legislative amendments to Chapter 163, local governments were encouraged to designate an urban service area, and urban service areas and boundaries were defined in the statute. Subsequent legislative amendments removed much of the definition and direction regarding urban service areas and left the development of urban service areas, boundaries, and policies to the discretion of local governments. Currently an urban service area is defined in Chapter 163.3164 (50) as:

> *(50) "Urban service area" means areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the capital improvements element. The term includes any areas identified in the comprehensive plan as urban service areas, regardless of local government limitation.*

In addition to other exempt types of developments, large scale, long-term projects that typically require DRI review can be exempt from review as provided in Chapter 380.06 (24)(l), if the development is within an urban service area:

> *380.06 Developments of regional impact.-*
> *(24) SATUTORY EXEMPTIONS.-*
> *(l) Any proposed development within an urban service boundary established under s. 163.3177(14), Florida Statutes (2010), which is not otherwise exempt pursuant to subsection (29), is exempt from this section if the local government having jurisdiction over the area where the development is proposed has adopted the urban service boundary and has entered into a binding agreement with jurisdictions that would be impacted and with the Department of Transportation regarding the mitigation of impacts on state and regional transportation facilities.*

It is the intent of this proposed comprehensive plan amendment to create the Navy Federal Credit Union Urban Service Area (USA-NFCU) land use category encompassing all of the property parcels owned by NFCU, which include the expansion property described in Exhibit "A", and the Heritage Oaks Commerce Park property described in Exhibit "B".

A framework of the capital facilities program is included in this application narrative in Appendix "A", however, a schedule of needed improvements to address impacts will be determined incrementally over time as development proposals are submitted for review by Escambia County and regulatory agencies. Through this mechanism, as development impacts are determined, needed mitigating infrastructure improvements may be triggered.

Table 4
Proposed Transportation Capital Improvements Required to Mitigate Impacts for all Phases

Phase	Development Proposed	Start Date	Occupancy Date/ Trigger Date	Potential Onsite Improvement Needed or Potential Offsite Mitigation Triggered
Preliminary	Driveway Improvements to Serve Existing NFCU Campus	2013	Finish 2014	▪ Convert SB to WB lane to add SB to EB left turn lane movement (striping/arrow only); ▪ Add second EB receiving lane to south side of Nine Mile Road; ▪ Modify signal to accommodate turning movements
1	Building B5	2013	2014	Onsite: ▪ Construct Navy Federal Way and additional driveway to the west to serve Phase 1 parking lots Offsite: ▪ Construct additional right turn lanes on Nine Mile Road to Navy Federal Way and west driveway entrance ▪ Add signal at Navy Federal Way
	Building B6	2014	2015	
	Parking Deck D2	2015	2015	
	Central Energy Plant	2014	2015	
	Recreation Facilities	2013	2015	
2	Building B7	2016	2019	Onsite: ▪ Construct extension to Navy Federal Way to Buildings B7 and B8 and entrance to Parking Deck D3; ▪ Construct North connecting service road from B7-B10 complex to connect to the recreation complex and existing NFCU campus Offsite: To be determined: ▪ Future development near the NFCU-USA, in addition to future development onsite, may trigger the need for improvements to Nine Mile Road and at intersections with Nine Mile Road at intersecting streets, and at I-10.
	Building B8	2016	2019	
	Parking Deck D3	2018	2018	
	Warehouse	2015	2015	
3	Building B9	2019	2021	Offsite: To be determined: ▪ Future development near the NFCU-USA, in addition to future development onsite, may trigger the need for improvements to Nine Mile Road and at intersections with Nine Mile Road at intersecting streets, and at I-10.
	Building B10	2019	2021	
	Parking Deck D4	2021	2021	

Assurance of Adequate Public Facilities

A. Sanitary Sewer. In a letter dated April 25, 2013, Emerald Coast Utilities Authority (ECUA) guaranteed the availability of sanitary sewer system capacity to serve the proposed Phase 1 expansion for a period of one year from the date of the letter. The letter is attached in Appendix "B" of this application narrative. NFCU will be responsible for payment of wastewater capacity impact fees.

B. Solid Waste. Solid waste collection is provided in Escambia County by ECUA and private solid waste collection companies, each of which has the ability to add collection equipment to serve new development as the need comes on line. The Perdido Landfill, owned and operated by Escambia County, has ample disposal capacity to service expansion within the USA-NFCU boundary. A letter from Waste Management stating ability and capacity to service the solid waste and recycling needs of NFCU is attached in Appendix "B" of this application narrative.

C. Potable Water. In a letter dated April 25, 2013, Emerald Coast Utilities Authority (ECUA) guaranteed the availability of water supply system capacity to serve the proposed Phase 1 expansion for a period of one year from the date of the letter. The letter is attached in Appendix "B" of this application narrative. NFCU will be responsible for payment of water capacity impact fees.

D. Stormwater Management. Navy Federal Credit Union has sufficient property available to provide ample stormwater storage and treatment capacity in compliance with state and local statutes, ordinances and regulations.

E. Traffic. The NFCU Master Plan Expansion Urban Service Area traffic study is attached in Appendix "C" in its entirety, and is made a part of this application by reference.

Add statements on traffic study here and amplify on the scheduling of capital improvements after discussion with County staff.

F. Recreation and Open Space. Navy Federal Credit Union has ample acreage within the proposed USA-NFCU boundary to satisfy all county requirements for recreation and open space to support the planned development.

G. Electrical Power. In a letter dated May 13, 2013, Gulf Power Company confirmed their ability and willingness to serve the proposed Phase 1 expansion, and to assist in the development of an alternative feed source for redundant power service. The letter states that both sources of power are adequate to serve both the short term and long term needs of NFCU as the campus expands. The letter is attached in Appendix "B" of this application narrative.

H. Schools. NFCU requests that the NFCU Urban Service Area prohibit residential uses, which are not consistent with the potential future development plans of NFCU. Residential development density and location are the primary drivers for demand for future school facilities. Therefore, the USA-NFCU designation will have no direct impact on either the need or location of future school facilities. Future NFCU employees may come from the existing unemployed residents of Escambia,

or alternatively, the location for the need (if any) for future school facilities will be driven by areas of future residential development in the County.

2. Proximity to and impact on the following:

   A. Wellheads. As stated in the approved comprehensive plan future land use amendment (attached in its entirety as Appendix "D"), the entire USA-NFCU parcel is located approximately 7,500 feet west from the nearest wellhead, owned by ECUA and is located beyond the 1,000 foot radius buffer zone required for wellhead protection.

   B. Historically Significant Sites. A historical/cultural survey of the USA-NFCU parcels was performed by Benjamin Aubuchon and L. Janice Campbell of Prentice Thomas and Associates and summarized in a final report dated April 2013 (attached in its entirety in Appendix "E"). The survey found historic features related to the original 4H uses of the east parcel indicated in Exhibit "A", but found no features determined to be of significance. In a letter dated May 13, 2013, Robert F. Bendus, Director of the Division of Historical Resources and State Historic Preservation Officer (SHPO), concurred with the findings of the survey. (SHPO letter attached in Appendix "E")

   C. Natural Resources. A natural resources survey and study has been performed on the USA-NFCU parcels by 4D Environmental. During the study representatives of NFCU and 4D Environmental met with regulatory representatives of the Florida Department of Environmental Protection and the US Army Corps of Engineers to discuss and verify wetland and other environmental features on the site. Representatives of each entity have additionally met to discuss wetland and vegetation protection, stormwater management methods, and application procedures. An FDEP/WMD Environmental Resource Permit application has been submitted to address the construction and operation of stormwater management facilities on the site. Wetland impacts have been identified and are being addressed in a unified plan on the site. As stated in the staff analysis in the comprehensive plan FLU amendment package attached in Appendix "D", "The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained." The agencies have been contacted and appropriate applications have been submitted to perform work proposed in Phase 1, and all future phases will meet this requirement.

4. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

   A thorough analysis of consistency of the proposed land uses and activities proposed for the property, and criteria for development, was completed during the review of the previous NFCU comprehensive plan future land use map amendment by the County staff (Ordinance 2012-12, executed April 2, 2013), including analysis of consistency of the application with specific policies of the Plan. See Appendix "D". The NFCU Urban Service Area, (**USA-NFCU**) is a proposed new future land use category that will apply on the NFCU Master Plan Expansion properties described in Exhibits "A" and "B". It will apply an additional level of assurance of adequate public facilities, proper timing, scheduling, and pacing of growth, mitigation of future offsite transportation impacts, and binding agreements as to each. It will further restrict the existing land uses and activities presently permissible on the parcel by eliminating residential uses as an allowable use. The proposed **USA-NFCU** future land use category follows:

Table 5
Proposed USA-NFCU Future Land Use Category

FLUM Designation	General Description	Allowable Uses	Standards
Urban Service Area Navy Federal Credit Union (USA-NFCU)	The USA-NFCU land use category is intended to provide a guiding framework for the provision of well-planned, long-term adequate public and private infrastructure facilities and services to serve the existing Navy Federal Credit Union campus (Heritage Oaks Commerce Park), and the proposed master-planned expansion of the Navy Federal Credit Union Escambia County campus.	The USA-NFCU land use category will include all land uses and activities allowed within the Mixed-Use Urban (MU-U) category, except residential uses. Allowable uses include: • Retail and Services • Professional Office • Light Industrial • Recreational Facilities • Public and Civic	Maximum Intensity: 2.0 Floor Area Ratio (FAR)
The USA-NFCU urban service area is intended to be consistent with and further the definition provided in Chapter 163.3164 (50), F.S., and consistent with the statutory exemption provided for in Chapter 380.06 (24)(l), F.S.			

Table 6 provides proposed policy language to guide and direct capital improvements within the Navy Federal Credit Union Urban Service Area (USA-NFCU), and consistency with similar policy language in the Escambia County Comprehensive Plan (ECCP).

Table 6
Consistency of the Application for Comprehensive Plan Map and Text Amendment with the Comprehensive Plan

Comprehensive Plan Policy	Proposed USA-NFCU Policy	Consistency
Capital Improvements Element		
GOAL CIE 1 CAPITAL FACILITIES The Capital Improvements Element shall be used to efficiently meet the needs of Escambia County for the construction, acquisition or development of capital facilities necessary to correct existing deficiencies, to accommodate desired future growth and to replace obsolete or worn out facilities.	**GOAL CIE 1 CAPITAL FACILITIES** The Capital Improvements Element of the NFCU Urban Service Area shall be used to guide development of capital facilities necessary to accommodate desired future expansion within the campus, utilizing funding from all available sources.	Overarching goal of the ECCP and the USA-NFCU CIE.
OBJ CIE 1.1 Capital Improvements Funding Manage the land development process to provide or require provision of needed improvements so that public facility needs created by previously issued development orders or future development do not exceed the ability of Escambia County to fund and provide or require provision of the needed capital improvements.	**OBJ CIE 1.1 Capital Improvements Funding** The land development process within the NFCU Master Plan Expansion Urban Service Area is intended to provide or require provision of needed improvements so that public facility needs created by future expansion do not exceed the capacity of existing or future infrastructure systems or services.	Policy intended to duplicate ECCP policy on adequate facilities and services within the USA-NFCU CIE.
CIE 1.1.2 LOS Standards. Escambia County shall establish LOS standards for concurrency-related public facilities that are within the jurisdiction of the County.	**CIE 1.1.2 LOS Standards.** NFCU shall provide onsite infrastructure systems and services through service agreements with service providers, and cooperative efforts with Escambia County, in order to maintain capacity	Policy intended to assure adequate facilities and services within the USA-NFCU CIE by agreement with service providers, and through
CIE 1.1.3 LOS Maintenance. Escambia County shall coordinate land use		

decisions and development approvals through implementation of the Concurrency Management System, available and/or projected fiscal resources, and the Five-Year Schedule of Capital Improvements, so as to maintain adopted LOS standards and meet the existing and future facility needs.	consistent with the established LOS standards for concurrency-related public facilities that are within the jurisdiction of the County.	additional agreements with Escambia County, which may include a development agreement adopted pursuant to §163.3220, et seq.
CIE 1.1.4 Vested Development. Escambia County shall provide for the availability of public facilities to serve developments for which development orders were issued and development rights are vested.	**CIE 1.1.3 Vested Development.** NFCU shall continue to provide infrastructure facilities and services, through service agreements with the service providers, to serve the Heritage Oaks Commerce Park portion of the NFCU campus for which development orders were issued and development rights are vested. The Heritage Oaks Commerce Park portion of the NFCU campus is deemed to be vested for concurrency determination.	Proposed policy notes previous Heritage Oaks Commerce Park portion of the NFCU campus is vested for concurrency.
CIE 1.1.5 Concurrency. Escambia County shall require the availability of public facilities and services needed to support development concurrent with the impacts of such development.	**CIE 1.1.4 Concurrency.** NFCU shall work with Escambia County and other providers of public facilities and services to provide infrastructure facilities and services needed to support development concurrent with the impacts of such development within the NFCU Urban Service Area.	Policy is consistent with and furthers the CIE policies of the ECCP.
CIE 1.1.6 Concurrency Management System. Escambia County will implement the concurrency management system described in the Concurrency Management System Element. As a component of the Concurrency Management System, the County will make the Proportionate Fair Share Program available as an option for developers to contribute the value of their transportation impacts as provided in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual adopted per Ordinance 2007-50.	**CIE 1.1.5 Concurrency Management within the NFCU Urban Service Area.** NFCU will maintain concurrency management consistent with the Escambia County Concurrency Management System Element.	Policy is consistent with and furthers the CIE policies of the ECCP.
OBJ CIE 1.2 Five-Year Schedule Maintain a Five-Year Schedule of Capital Improvements as the specific guide the County will use to determine construction of capital facilities and maintenance of LOS standards.	**OBJ CIE 1.2 Five-Year Schedule** NFCU shall maintain a Five-Year Schedule of Capital Improvements as the specific guide to determine construction of needed capital facilities and maintenance of LOS standards to support development expansion within the NFCU Urban Service Area.	Policy is consistent with and furthers the CIE policies of the ECCP.
CIE 1.2.1 Project Prioritization. Escambia County shall evaluate and rank capital improvement projects in the Five-Year Schedule of Capital Improvements by using the following criteria to prioritize: a. The elimination of future public hazards to preserve the health, safety, and welfare of the public; b. The elimination of any existing capacity	**CIE 1.2.1 Project Prioritization.** NFCU will either arrange for or provide for needed infrastructure facilities and services within the NFCU Urban Service Area described in the Five-Year Schedule of Capital Improvements in a timely manner as required to support implementation and development of the NFCU Master Plan Expansion.	Although specific only to the NFCU Urban Service Area, the proposed policy is consistent with and furthers the CIE policies of the ECCP.

or LOS deficits; c. The impact on the annual operating budget and Capital Improvements Program (CIP) of Escambia County; d. Locational needs based on projected growth patterns; e. The accommodation of new development and redevelopment facility demands; f. Financial feasibility; and g. Plans of The Northwest Florida Water Management District (NWFWMD), Escambia County School Board, Florida Department of Transportation, and other state agencies or entities that provide public facilities within the jurisdiction of Escambia County.		
OBJ CIE 1.3 Fiscal Policies Establish fiscal policies to direct the use of public and private funding sources, to implement the Goals, Objectives and Policies of the Comprehensive Plan, and provide a financially feasible Schedule of Capital Improvements.	OBJ CIE 1.3 Fiscal Policies Navy Federal Credit Union will seek public and private funding sources to implement the Goals, Objectives and Policies of the Escambia County Comprehensive Plan, and provide a financially feasible Schedule of Capital Improvements within the NFCU Urban Service Area.	The following policies propose seeking funding through a variety of public, as well as private funding sources.
CIE 1.3.1 Fiscal Resource Objectives. The fiscal resources of Escambia County shall be used, to the extent necessary, to maintain LOS standards and support the Five-Year Schedule of Capital Improvements.	CIE 1.3.1 Fiscal Resource Objectives. Navy Federal Credit Union will seek federal, state, and local economic development and other fiscal resources, to the full extent available, to maintain LOS standards and support the NFCU Urban Service Area Five-Year Schedule of Capital Improvements.	
CIE 1.3.2 Funding Resources. Escambia County shall use a combination of public resources to fund capital improvements, including state and federal grants, below market interest rate state loans, user fees, connection charges, a combination of long term and short term financing vehicles, accumulated surpluses, and the use of revenues set aside specifically for capital projects (pay as you go and Proportionate Fair Share Agreement revenues).		
CIE 1.3.6 Developer Cost Sharing. New development shall bear a proportionate share of the cost, if the development creates a deficiency of the adopted LOS, of providing new or expanded public facilities and infrastructure required to maintain adopted LOS Standards through Escambia County's site-related development dedications, and developer contributions. This policy shall be implemented through the County's permitting and inspection process.		
CIE 1.3.7 Acceptable Private Funding. Escambia County shall rely on private contributions as a committed funding source within the Five-Year Schedule of Capital		

Improvements only when the obligation to fund a specific capital improvement is addressed in an enforceable development agreement or development order. The County shall not be responsible for funding capital improvements that are the obligation of the developer. If the developer fails to meet any capital improvement commitment that is programmed in the Five-Year Schedule of Capital Improvements, a plan amendment to delete the capital improvement from the Schedule shall be required.		
CIE 1.3.8 Capital Improvements Schedule. The Five-Year Schedule of Capital Improvements shall be financially feasible, consisting of committed and planned funding sources. The Schedule shall be balanced so that total expenditures do not exceed total revenues for the planning period.	**CIE 1.3.2 Capital Improvements Schedule.** The NFCU Urban Service Area Five-Year Schedule of Capital Improvements shall be financially feasible, consisting of committed and planned funding sources.	Policy is consistent with and furthers the CIE policies of the ECCP.
OBJ CIE 1.4 Annual Review Review the Capital Improvements Element each year, amend as necessary.	**OBJ CIE 1.4 Annual Review** The NFCU Urban Service Area Capital Improvements Element shall be reviewed each year and amended as necessary as future expansion is planned within the NFCU Master Plan Expansion area.	Policy is consistent with and furthers the CIE policies of the ECCP.
CIE 1.4.1 Implementation Status Report. By April 1 of each year, the Comprehensive Plan Implementation Committee shall report to the Local Planning Agency (LPA) on the status of capital project implementation activities as well as LOS conditions within the County.	**CIE 1.4.1 Implementation Summary Status Report.** By April 1 of each year, NFCU shall provide a summary status report to Escambia County on the status of capital project implementation activities within the NFCU Urban Service Area, and if no new development has occurred within the previous 365 days prior to April 1, a notice shall be provided noting no new development.	The proposed policy is consistent with, similar to, and furthers, the CIE policies of the ECCP.
CIE 1.4.2 LPA Implementation Review. By June 1 of each year, the Escambia County LPA shall report to the BCC its evaluation of the implementation of the Capital Improvements Element and the Comprehensive Plan during the previous fiscal year. The report shall contain recommendations to maintain LOS standards and any adjustments necessary to the Capital Improvements Element and/or the County's annual capital improvement program.	**CIE 1.4.2 LPA Implementation Review.** By June 1 of each year, NFCU shall report to the County its evaluation of the implementation of the NFCU Capital Improvements Element during the previous 365 days prior to June 1. The report shall contain needed improvements to maintain LOS standards and any adjustments necessary to the Capital Improvements Element.	The proposed policy is consistent with, similar to, and furthers, the CIE policies of the ECCP.
CIE 1.4.4 LOS Project Schedule Modification. A plan amendment shall be required to eliminate, defer, or delay the scheduled date of construction of any capital project listed in the County's Five-Year Schedule of Capital Improvements, which is needed to maintain the adopted LOS standard.	**CIE 1.4.4 LOS Project Schedule Modification.** The NFCU Urban Service Area annual summary status report to the County shall be deemed to be sufficient to report elimination, deferral, or delays in the scheduled date of construction of any capital project(s) listed in the NFCU Five-Year Schedule of Capital Improvements, which is/are needed to support expansion of the NFCU Master Plan Expansion.	The proposed policy is consistent with and furthers the CIE policies of the ECCP.
CIE 1.4.5 Capital Improvements Adoption. Adoption of the Capital Improvements Element may occur at a single public hearing.		

Future Land Use Element		
GOAL FLU 1 FUTURE DEVELOPMENT PATTERN Escambia County shall implement a planning framework that defines, supports, and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.	GOAL FLU 1 FUTURE DEVELOPMENT PATTERN The NFCU Master Plan Expansion Urban Service Area provides a planning framework that defines, supports, and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.	The proposed Navy Federal Credit Union Urban Service Area supports and provides long-term, master-planned development that provides desired economic vitality to Escambia County.
OBJ FLU 1.1 Growth Strategies Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.	OBJ FLU 1.1 Growth Strategies The NFCU Master Plan Expansion Urban Service Area will apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.	The proposed Navy Federal Credit Union Urban Service Area applies a well-accepted method of providing for and assuring adequacy of public and private infrastructure to support desired orderly and balanced growth in the community.
FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM). The 2030 FLUM is attached herein to this ordinance as Exhibit B.	FLU 1.1.1 Development Consistency. Development within the NFCU Urban Service Area shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).	The proposed policy is consistent with and furthers the FLU policies of the ECCP.
FLU 1.1.3 Principles and Methodologies. Escambia County shall ensure that all future development is consistent with accepted planning principles and professionally accepted methodologies.	FLU 1.1.3 Principles and Methodologies. The NFCU Master Plan Expansion Urban Service Area will apply and implement accepted planning principles and innovative and flexible planning strategies.	The proposed policy is consistent with and furthers the FLU policies of the ECCP.
OBJ FLU 1.3 Future Land Use Map Designations Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.	OBJ FLU 1.3 Future Land Use Map Designations The NFCU Urban Service Area (USA-NFCU) land use category is intended to encourage desired economic development supported by adequate public and private infrastructure facilities and services.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to protection of resources and the provision of adequate public and private supporting facilities.
FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1.	FLU 1.3.1 Future Land Use Categories. The general descriptions, types of allowable non-residential uses and intensities within the USA-NFCU land use category are outlined in Table 6, attached. Table 6	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to protection of resources and the provision of adequate public and private supporting facilities.
GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES Escambia County shall promote urban strategies for compact development, efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies shall include infill development, mixed-use development and coordinated land use and transportation planning.	GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES The NFCU Urban Service Area shall promote strategies for long-term, master-planned development, efficient provision of infrastructure and urban services, the protection of natural resources, and support of a stronger economy within Escambia County.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth, the protection of resources, and provision of adequate public and private supporting facilities.

OBJ FLU 2.1 Urban Development Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.	OBJ FLU 2.1 Urban Development The Navy Federal Credit Union Urban Service Area will direct growth to an area where infrastructure and services exist or can be provided to support development at approved intensities.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth and provision of adequate public and private supporting facilities.
FLU 2.1.1 Infrastructure Capacities. Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.	FLU 2.1.1 Infrastructure Capacities. The Navy Federal Credit Union Urban Service Area encourages development in an area suitable for Mixed-Use Urban (MU-U) uses with sufficient central water and sewer system capacity to accommodate higher intensity development.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth and provision of adequate public and private supporting facilities.
OBJ FLU 2.2 Provision of Public Services Promote orderly and balanced growth and development as a fiscal management technique to provide cost-efficient public services and facilities.	OBJ FLU 2.2 Provision of Public Services The Navy Federal Credit Union Urban Service Area will promote orderly and balanced well-planned, long-term growth and development seeking to provide cost-efficient public services and facilities that will support economic and job expansion.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth and provision of adequate public and private supporting facilities.
FLU 2.2.1 Location. Public facilities and services shall be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment and levels of efficiency shall be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the Emerald Coast Utilities Authority, other water and/or sewer providers and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this plan and the FLUM and that there is adequate and suitable land available for such utility facilities.	FLU 2.2.1 Location. Public facilities and services within the NFCU Urban Service Area shall be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment and levels of efficiency shall be discussed during the design phase and bid process utilized by NFCU to accomplish the installation or location of public facilities and/or services.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth and provision of adequate and efficient public and private supporting facilities while minimizing impacts on natural resources.
GOAL FLU 4 MILITARY INSTALLATIONS Escambia County shall support the missions of local military installations.	GOAL FLU 4 MILITARY INSTALLATIONS The NFCU Urban Service Area programs and policies shall support the missions of adjacent military installations.	The NFCU Master Plan Expansion Urban Service Area policies, guidelines, and CIP will be consistent with the ECCP Goal.

OBJ FLU 4.1 Compatibility and Encroachment. Recognize the economic and historical significance of retaining local military installations and address compatibility and encroachment issues through implementation of the recommendations of the 2003 Joint Land Use Study (JLUS).	**OBJ FLU 4.1 Compatibility and Encroachment.** Recognize the economic and historical significance of retaining local military installations and address compatibility and encroachment issues.	The NFCU Master Plan Expansion Urban Service Area policies, guidelines, and CIP will be consistent with the ECCP Objective.
FLU 4.1.1 Planning Objective. Escambia County shall consider the protection of public health, safety and welfare as a principal objective of land use planning around military airfields.	**FLU 4.1.1 Planning Objective.** Escambia County shall consider the protection of public health, safety and welfare as a principal objective of land use planning around military airfields.	The NFCU Master Plan Expansion Urban Service Area policies, guidelines, and CIP will be consistent with the ECCP Policy. Since the NFCU Master Plan Expansion is a long-term master-planned effort, compatible features of the plan ensure limited encroachment on, and impact from, the adjacent military facility.
FLU 4.1.3 Infrastructure Impacts. Escambia County shall review, in coordination with other agencies or organizations that provide necessary infrastructure (i.e. streets and utilities), the possible growth-inducing impacts of service extensions into AIPD's.	**FLU 4.1.2 Infrastructure Impacts.** The Navy Federal Credit Union Master Plan Expansion Urban Service Area will coordinate with other agencies or organizations that provide necessary infrastructure (i.e. streets and utilities) to limit, mitigate, and control the possible growth-inducing impacts of service extensions common to both the adjacent military facility and the USA-NFCU.	The policy assures coordination between NFCU and the adjacent military installation.
FLU 4.1.6 Supporting Infrastructure. Section 288.980(4), Florida Statutes, creates the "Defense Infrastructure Grant Program" to support local infrastructure projects deemed to have a positive impact on the military value of installations within the state. Escambia County shall support and proceed with infrastructure projects that would have a positive impact on local military installations, pursuing all assistance available.	**FLU 4.1.3 Supporting Infrastructure.** Section 288.980(4), Florida Statutes, creates the "Defense Infrastructure Grant Program" to support local infrastructure projects deemed to have a positive impact on the military value of installations within the state. NFCU shall support and proceed with infrastructure projects that would have a positive impact on both the adjacent military installation and the NFCU Master Plan Expansion Urban Service Area.	

Note:

1. Other ECCP policies or policies specific to the USA-NFCU category deemed to be necessary may be added during review of this application.
2. If during review of this comprehensive plan amendment application, the County desires to include the policy statements included above in the comprehensive plan, or to memorialize them in an agreement, they may be re-numbered to be specific to the Plan or agreement.

Demonstrated Need for the Navy Federal Credit Union Master Plan Expansion Urban Service Area

NFCU acquired substantial additional acreage (former 4-H Club property) to provide space for not only the currently planned Phase 1 expansion, but for potential additional future growth. Growth past Phase 1 will depend on a number of factors that cannot be predicted accurately today, including: general national economic health; growth in NFCU membership; demand from NFCU members for additional financial services; and the willingness of local and state government officials to continue to work with NFCU to provide the support infrastructure that may be needed to grow beyond Phase 1.

The adoption of the requested NFCU Urban Service Area is an important step in the path forward. It allows more of the necessary future growth management decisions to be placed firmly within the control of the County Commission, which is the governmental body in the best position to make informed decisions about what is best for the citizens of Escambia County.

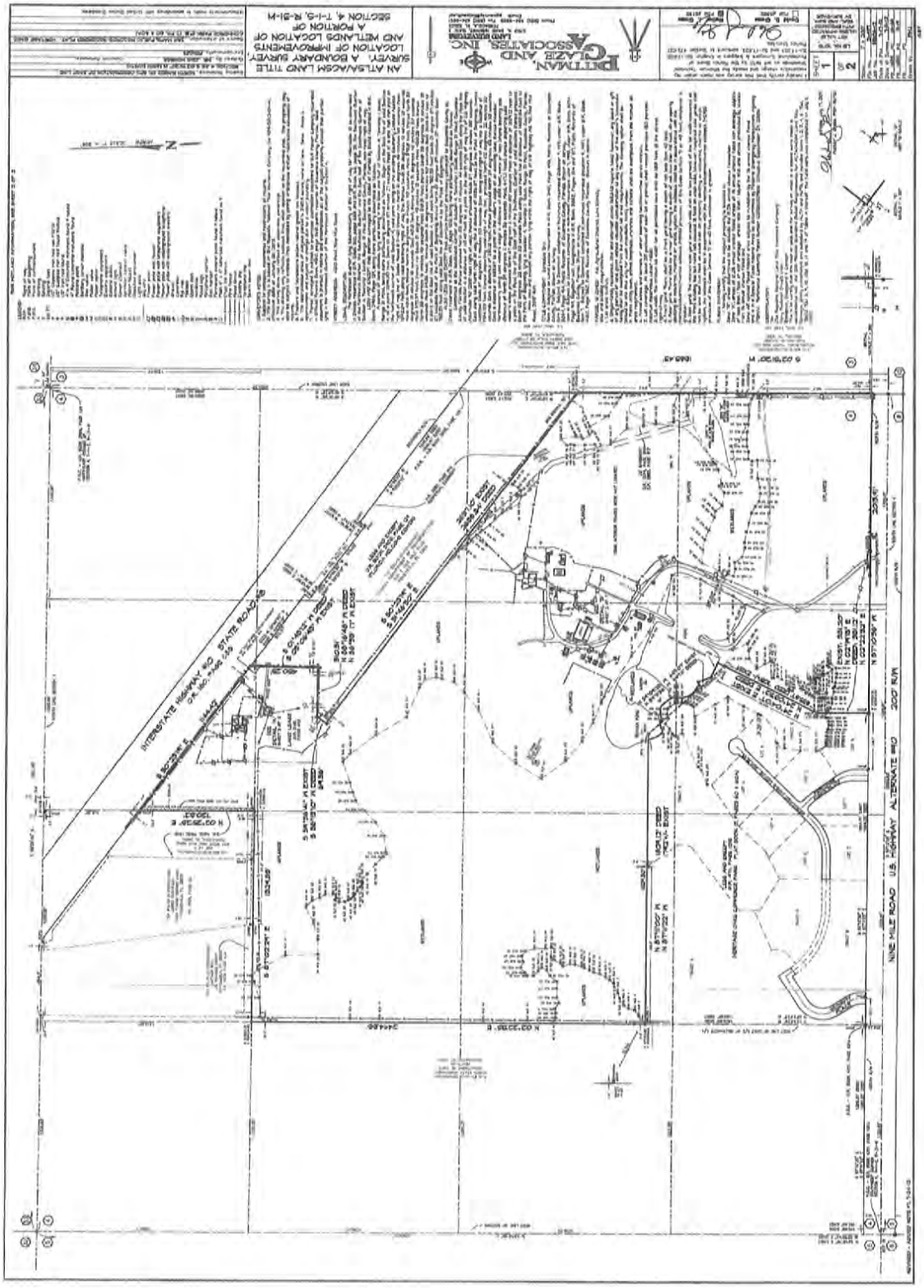
Exhibits

Exhibit "A"

Urban Service Area Boundary and Legal Description

Expansion Parcel (4H Property)

NTS



June 2013

Navy Federal Credit Union

Urban Service Area - Exhibit A

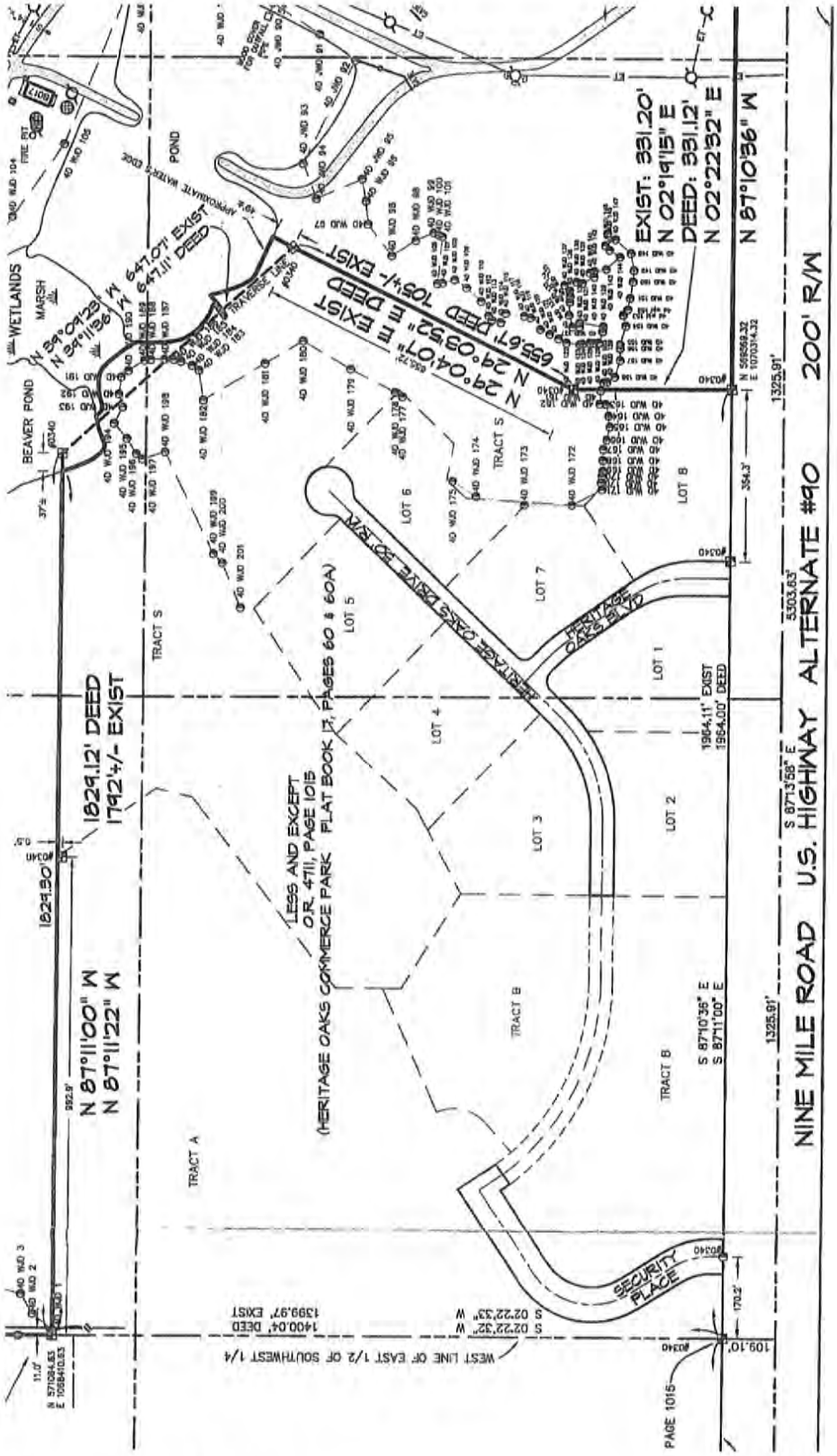
NAVY FEDERAL Credit Union

ATKINS

Exhibit "B"

Urban Service Area Boundary and Legal Description
Heritage Oaks Commerce Park

NTS



June 2013

Navy Federal Credit Union

Urban Service Area - Exhibit B

NAVY FEDERAL Credit Union

ATKINS

Exhibit "C"

Navy Federal Credit Union
Development Phases

NTS

June 2013

Navy Federal Credit Union

Urban Service Area - Exhibit C

NAVY FEDERAL Credit Union

ATKINS

Appendices

Appendix "A"

Navy Federal Credit Union
Urban Service Area Framework

Appendix "A-1"
Ten Year Schedule of Transportation Improvements

Appendix "A-2"
Ten Year Schedule of Required Capital Improvements

Appendix "A-1"
Navy Federal Credit Union Master Plan Expansion
Urban Service Area
Ten Year Schedule of Transportation Improvements

	A	B	C	D	E	F	G	H	I	J	K	L	M
8			Entitlements	Plan Year/Occupancy Year									
9	Development	Description of Phased Construction	Phase	1	2	3	4	5	6	7	8	9	10
10	Phase/Triggers	Transportation Improvements	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
11	Navy Federal Credit Union Urban Service Area: Development in the Navy Federal Credit Union Master Plan Expansion parcels will be within the Navy Federal Credit Union Urban Service Area that governs the timing of needed improvements triggered by each phase of future development. Each of the development phases indicated below will trigger transportation facilities improvements indicated in the year of occupancy.												
12	State and Federal Requirements	FDOT/County Transportation Improvements to Nine Mile Road	PD&E Begins	PD&E Completed/Design Begins		Design/Permitting Phase		Right-of-way Acquisition Phase	Construction Phase				
13	Phase 1	Buildings B5, B6, Parking Deck D2, Central Energy Plant, and Recreation Facilities	Begin Construction		Occupancy Building B5; Parking Deck D2 Completed	Occupancy Building B6							
14	Phase 1 Transportation and Onsite Circulation	Phase 1 Transportation and Circulation Improvements		Existing driveway improvements completed									
15		Navy Federal Way			Navy Federal Way entrance and roadway constructed to Central Energy Plant								
16	Trigger 1	Navy Federal Way Intersection Improvements and Nine Mile Road Turn Lanes and Signalization			Planned Nine Mile Road Navy Federal Way driveway intersection and signalization complete (BDI plans)								
17	Phase 2	Buildings B7 and B8, Parking Decks D3A and D3B, and Warehouse Facility					Warehouse Facility Constructed	Occupancy Building B7; Parking Deck D3A Completed	Occupancy Building B8; Parking Deck D3B Completed				
18		Navy Federal Way					Additional construction of Navy Federal Way to access warehouse facility						
19		Navy Federal Way and Surface Parking						Extension of Navy Federal Way to Buildings B7 and B8 and Parking Decks D3A and D3B					
20	Trigger 2	Improvements to Nine Mile Road						To be determined	To be determined				
21	Phase 3	Buildings B8 and B9, and Parking Decks D4A and D4B								Occupancy Building B9, and Parking Deck D4A Completed	Occupancy Building B10, and Parking Deck D4B Completed		
22	Trigger 3	Improvements to Nine Mile Road								To be determined	To be determined		

Appendix "A-2"
Navy Federal Credit Union Master Plan Expansion
Urban Service Area
Ten Year Schedule of Required Capital Improvements

			Entitlements	Plan Year/Occupancy Year									
Development	Description of Phased Construction		Phase	1	2	3	4	5	6	7	8	9	10
Phase/Triggers	Infrastructure		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023

Navy Federal Credit Union Urban Service Area: Development in the Navy Federal Credit Union Master Plan Expansion parcels will be within the Navy Federal Credit Union Urban Service Area that governs the timing of needed improvements triggered by each phase of future development. Each of the development phases indicated below will trigger infrastructure facilities and services improvements indicated in the year of occupancy.

Phase 1	Buildings B5, B6, Parking Deck D2, Central Energy Plant, and Recreation Facilities	Begin Construction		Occupancy Building B5; Parking Deck D2 Completed	Occupancy Building B6								
Phase 1 Infrastructure				Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins	Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins								
Phase 2	Buildings B7 and B8, Parking Decks D3A and D3B, and Warehouse Facility					Warehouse Facility Constructed	Occupancy Building B7; Parking Deck D3A Completed	Occupancy Building B8; Parking Deck D3B Completed					
Phase 2 Infrastructure						Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins	Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins	Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins					
Phase 3	Buildings B8 and B9, and Parking Decks D4A and D4B								Occupancy Building B9, and Parking Deck D4A Completed	Occupancy Building B10, and Parking Deck D4B Completed			
Phase 3 Infrastructure									Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins	Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins			

Appendix "B"

Service Agreement Correspondence for Sanitary Sewer, Solid Waste, and Potable Water

EMERALD COAST
UTILITIES AUTHORITY

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

April 25, 2013

Navy Federal Credit Union
820 Follin Lane
Vienna, VA 22180

Re: Parcel ID# 041S311101000000 (Nine Mile Road, Pensacola, FL)

To Whom It May Concern:

In response to your inquiry concerning availability of water and sewer service for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

William E. Johnson, Jr., PE/LS
Director of Engineering

cc: Michael Langston, P.E., Baskerville-Donovan, Inc.
Jeff Huggins, EI, Baskerville-Donovan, Inc.
File

WEJ/vlf

Elizabeth S. Campbell
District One

Lois Benson
District Two

Elvin McCorvey
District Three

Dale Perkins
District Four

Larry Walker
District Five

Request for Service Requirements

Date 4/19/13 Service Requested: Water X Sewer X

Name of Project NAVY FEDERAL CREDIT UNION Area (Acres) 240.11

PROJECT ADDRESS - *THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (ATTACH LOCATION MAP) Address not given yet. Parcel ID:041S311101000000

Type Development: Residential ___ Commercial X Industrial ___ Other ___

(Explain) ___

Number and/or Size of Units Six (6) buildings at totaling approximately 990,000 square feet as well as a 100,000 square foot warehouse, central energy plant and multi-use building.

Estimated Flow: (Average Day) Water 0.192 mgd Sewer 0.102 mgd Fire 1,250 gpm

How will water and/ or sewer be provided if not from ECUA? ___

Special Requirements: 0.09 mgd (Avg) for chiller makeup water without sewer service.

Owner of Property: (type or print) NAVY FEDERAL CREDIT UNION

Address: 820 Follin Lane, Vienna, VA 22180 Phone: (703) 206-3014

Developer: (type or print) NAVY FEDERAL CREDIT UNION

Address: 820 Follin Lane, Vienna, VA 22180 Phone: (703) 206-3014

Engineer: (type or print) Baskerville-Donovan, Inc.

Address: 449 West Main Street, Pensacola, FL 32502 Phone: (850) 438-9661

Submitted By: (type or print) Michael D. Langston Title: Project Manager

Signature of Submitter Michael Langston Title Project Manager

FOR ECUA USE: 16" Water main on Southside 9 Mile **Map Page** Q44

Nearest Water Line of Adequate Size: 8" Water main in Easement on parcel

Size: 8" PVC Pressure: FH 6159 Static 66, Res. 46, Flow 920 3/18/
FH 4354 Static 92, Res. 86, Flow 1445 1/29/

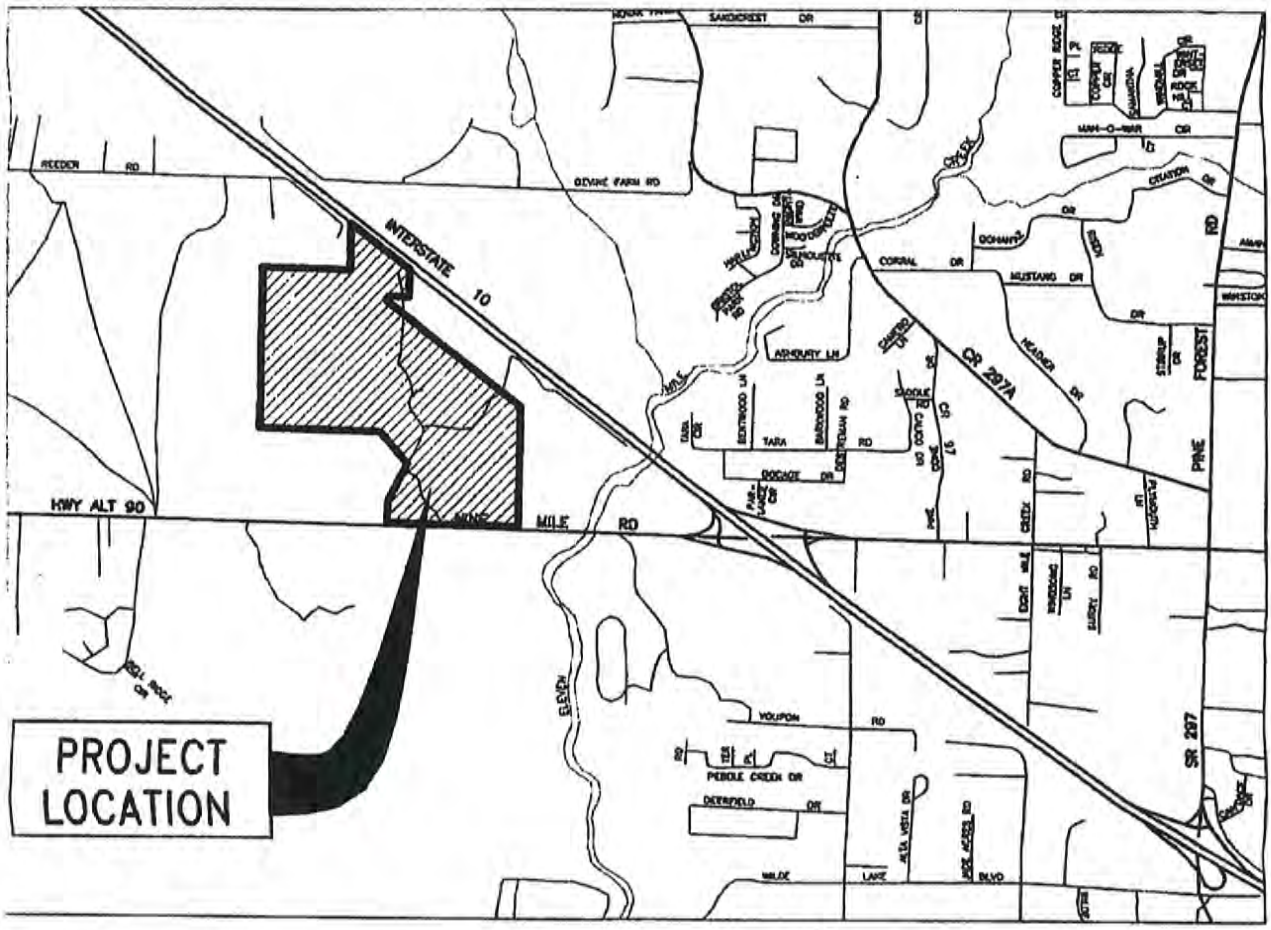
Nearest Sewer Line of Adequate Size: 8" gravity in Easement

Size: 8" PVC 1st L/S: 236 2nd L/S: ___ Plant: Bayou Marcus

ECUA Sanitation ? Yes

Prepared By Tom Justice **Date** 4/25/13 **Reviewed By** Tom Justice

Revised 05/05



VICINITY MAP

N

WASTE MANAGEMENT

Waste Management reviewed the approved Navy Federal Credit Union Phase 1 plan and the proposed Phase 2 and 3 plans for expansion of the NFCU campus. This letter is to confirm that Waste Management has the capacity to service the solid waste and recycling needs for all three phases of this expansion project.

Please contact me if any additional assistance or further clarification is needed.

Thanks,

Jim Nowak

Jim Nowak

Waste Management of Milton

850-572-6327

GULF POWER
A SOUTHERN COMPANY

May 13, 2013

Account # 15233-26026

Navy Federal Credit Union
5500 Heritage Oaks Dr
Pensacola, FL 32526

Dear Kim,

This letter is to confirm electrical power is available to serve the Navy Federal Credit Union Campus expansion currently underway. An alternate feed source is also being constructed at the request of Navy Federal to serve as a redundant source of power. Both sources of electrical power are adequate to serve Navy Federal's short term and long term electrical needs.

Please let me know if you have any questions.

Sincerely,

Kay Hill

Kay Hill, P.E.
Commercial/Industrial Energy Consultant, Sr.
850-429-2613
Gulf Power

Appendix "C"

Navy Federal Credit Union
Urban Service Area Traffic Analysis

Appendix "D"

Navy Federal Credit Union
Comprehensive Plan Amendment Staff Analysis
Land Use Amendment
Ordinance 2013-12

Board of County Commissioners • Escambia County, Florida

T. Lloyd Kerr, AICP, Director
Development Services

April 25, 2013

Mr. Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
Division of Community Planning
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL32399-4120

RE: Escambia County Comprehensive Plan Map Amendment CPA 2012-04 (13-2ESR)

Dear Mr. Eubanks:

Enclosed please find three (3) copies of the referenced Escambia County Comprehensive Plan Map Amendment. This amendment was subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statues (F.S.)

The Local Planning Agency (LPA) considered the CPA on December 10, 2012 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on January 3, 2013, and approved submission of this package to the Department of Economic Opportunity. Our Department received a letter from the Department of Economic Opportunity (DEO) on January 31, 2013 in which it identified no comment related to important state resources and facilities within the Agency's authorizes scope of review. The Board of County Commissioners held a second public hearing on April 2, 2013 and adopted the Amendment as Ordinance 2013-12.

Pursuant to the Comprehensive Plan Amendment Processing Guidelines, a copy of the adoption package shall be forwarded to all agencies that provided timely comments. No response from other agencies has been received.

Sincerely,

T. Lloyd Kerr, AICP
Department Director

TLK/mac

Cc: FDOT, FDEP, DOS

Escambia County
Clerk's Original
4/2/2013 | 5:48 pm

ORDINANCE NO. 2013-12

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 4, TOWNSHIP 1S, RANGE 31W, PARCEL NUMBER 1101-000-000, TOTALING 241.9 (+/-) ACRES, LOCATED AT 4810 WEST NINE MILE ROAD, FROM RECREATION (REC) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 4/3/2013 Verified By: [signature]

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2012-04 Map."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

Parcel identification number 04-1S-31-1101-000-000, totaling 241.9 (+/-) acres, as more particularly described by Walter J. Glaze, Pittman, Glaze and Associates, Inc. in the boundary survey dated July 17, 2012, attached as Exhibit A, from Recreation (REC) to Mixed Use-Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this 2nd day of April, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: Gene M. Valentino
Gene M. Valentino, Chairman

Date Executed

April 3, 2013

ATTEST:

CLERK OF THE CIRCUIT COURT

By: Doris Harris
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency

By

Title Asst. County Attorney

Date April 2, 2013

ENACTED: April 2, 2013

FILED WITH THE DEPARTMENT OF STATE: April 5, 2013

EFFECTIVE DATE: See Section 6

Attachments

Ordinance Draft
Legal Review
Staff Analysis

Comprehensive Plan Amendment
Staff Analysis

General Data

Project Name:	CPA 2012-04
Location:	4810 West Nine Mile Road
Parcel #s:	04-1S-31-1101-000-000
Acreage:	241.9 (+/-) acres
Request:	From Recreation (REC) to Mixed-Use Urban (MU-U)
Agent:	Michael Langston, Agent for Deborah H. Calder, Vice President NFCU
Meeting Dates:	Planning Board December 10, 2012 BCC January 3, 2013

Summary of Proposed Amendment:

The agent requests a future land use (FLU) map amendment to change the future land use category of a 241.9 (+/-) acre parcel from Recreation Future Land Use to Mixed-Use Urban Future Land Use. The zoning designation for the referenced parcel is currently Agricultural; however, the applicant is also seeking to rezone this property to ID-CP.

The subject parcel is located north of Nine Mile road, west and within short range of Interstate Highway 10; the property is adjacent to existing agricultural and commercial parcels.

The applicant has indicated that the intent of the proposed FLU change is to expand the use and future phased site improvements in support of the Navy Federal Credit Union, Pensacola Campus.

The subject property is located within the AG zoning district. Concurrent with this application, the agent is requesting to amend the zoning designation from AG to ID-CP. The requested ID-CP zoning designation, if granted, would be consistent with the proposed Future Land Use amendment to Mixed-Use Urban (MU-U).

Land Use Impacts:

Under Comprehensive Plan FLU Policy 1.3.1 the current REC future land use category is intended for recreational opportunities for the Escambia County citizens including a system of public and private park facilities; it does not have any residential densities allowed and it does provide for a **Non-Residential** maximum intensity: 0.5 Floor Area Ration (FAR)

Staff Analysis: The allowable uses under proposed the Mixed-Use Urban category are intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.
If the large scale amendment is approved, the maximum densities for any future new development on the Mixed-Use Urban parcel is 25 dwelling units per acre and a non-residential maximum intensity of 2.0 floor area ratio (FAR).

FLU 4.1.2 Airfield Influence Planning Districts.
Escambia County shall provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners, and protecting the health, safety and welfare of citizens living in close proximity to military airfields. The overlay districts shall require density and land use limitations, avigation easements, building sound attenuation, real estate disclosures, and Navy (including other military branches where appropriate) review of proposed development based on proximity to Clear Zones, Accident Potential Zones (APZs), aircraft noise contours, and other characteristics of the respective airfields. The districts and the recommended conditions for each are as follows:

A. *Airfield Influence Planning District--1 (AIPD-1):* Includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield.
1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
3. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
5. Required disclosure for real estate transfers.

B. *Airfield Influence Planning District--2 (AIPD-2):* Includes land that is outside of the AIPD -1 but close enough to the airfield that it may affect, or be affected by, airfield operations.
1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
2. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
4. Required disclosure for real estate transfers; and
5. No County support of property rezonings that result in increased residential densities in excess of JLUS recommendations. The three installations in Escambia County - Naval Air Station Pensacola (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently. Therefore, the size and designations of the AIPD

Overlays vary according to the mission of that particular installation. The Escambia County Land Development Code details and implements the recommendations.

FLU 4.1.7 Military Representation. Pursuant to Section 163.3175, Florida Statutes, a representative of the military installations located within Escambia County shall be placed on the Planning Board as an ex officio, nonvoting member. The selection of the representative will initially be by a Memorandum of Agreement between the Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field. The Interlocal Agreement with the Navy details the procedures and responsibilities of both parties.

Staff Analysis: Portions of the parcel are located within the designated Airfield Influence Planning Districts (AIPD) 1 and 2 boundaries. Some portions of the parcel are also within the Air Installations Compatible Use Zones (AICUZ) for the Navy Outlying Field (NOLF) 8; however, the proposed improvements could be constructed to minimize the impact on the AIPDs and the AICUZ. Further review during the site plan review process and in-depth analysis by the United States Navy liaison and county staff, will determine the compatibility of such project with the existing local Navy mission. A representative from the United States Navy does review and comment on all proposals within the noted zones that may impact air operations.

SUMMARY: The impact on nearby residential uses would be minimal as similar structures and uses are located adjacent to the proposed site while at the same time providing for infill development. A representative from the United States Navy does review and comment on all proposals within the Airfield Influence Planning Districts that may impact air operations. Any proposed improvements within the parcel will be further evaluated during the site plan review process for overall concurrency.

Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas
To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities
Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System
Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards
Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.
The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

Potable Water

As indicated by the agent's analysis the Emerald Coast Utility Authority, potable water service exists in the area of the amendment. ECUA currently provides potable water service to the adjacent parcel via an 8" PVC water main with connection to a 16" water main on Nine Mile Road. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate future site and system improvements and potential update requirements.

Staff Analysis: Emerald Coast Utilities Authority (ECUA) standard for non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Unlike residential development for which population can be estimated from proposed dwelling units (households), non-residential development has no associated population that can be used to evaluate the potential impacts on the provider's adopted per capita LOS. Once the project is submitted and in coordination with ECUA, all of the LOS will be evaluated during the site plan review process.

Sanitary Sewer

The applicant stated in their analysis that ECUA currently provides sanitary sewer service to the site. The current system is owned and maintained by ECUA includes an 8" PVC gravity main, a pump station and a 4" force main. The proposed project will connect to the existing system. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

Staff Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 states that the LOS requirements for non-residential uses shall be based upon an equivalent residential connection calculated by the provider, and on the size of the non-residential water meter. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the site plan review process.

Solid Waste Disposal

The agent stated that the proposed project will use dumpsters through the construction phase to dispose of waste. The solid waste will be disposed at the Perdido Landfill through commercial vendors. NFCU will provide recycle bins for operations after construction in an effort to meet LEED requirements and minimize the quantity of solid waste generated.

Staff Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. Solid waste from the parcel will be disposed at the Perdido Landfill. The current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years. Once the project is submitted, all of the LOS will be evaluated during the site plan review process.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:
a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.
b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.
c. The contribution of the new development to any existing, functioning area-wide

drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

Analysis from the applicant states that stormwater runoff from the site primarily sheet flows to lower elevation wetland areas. The developed portions of the site have limited storm water conveyance systems with one 24" pipe that discharges the existing 4 H Camp Lake. The future site improvements include stormwater collections systems with pipes and inlets that discharge to wet detention ponds. The ponds will be designed as an amenity to the site with some capacity for irrigation demand. The stormwater management systems will be designed to accommodate all storms up to and including the 25-year, 24-hour event with post development discharges limited to the pre-development rates. The project design will be in accordance with the Escambia County Land Development Code (LDC) and requirements the State of Florida as specified in rule 62-346, F AC. Stormwater management will be permitted through the Environmental Resource Permit (ERP) process concurrently with the limited wetland impacts. A Conceptual Stormwater Master Plan will be submitted for approval with construction plans for the first phase of development.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County storm water engineer will evaluate the proposed project to ensure all of the storm water management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the site plan review process.

Traffic Concurrency

Under Comp Plan CMS 1.1.2 ***Primary Tasks.*** *The County Administrator, or designee, shall be responsible for the five primary tasks described below:*
a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
b.Determining concurrency of proposed development that does not require BCC approval;
c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and
e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

Access to the site is currently from Nine Mile Road. The future site improvements will impact roadways in the area. Future connections to Nine Mile Road will require deceleration and turn lanes in accordance with Florida Department of Transportation (FDOT) requirements. Signalization of the primary connection to Nine Mile Road is expected when demand warrants the signalization. The applicant understands that Escambia County will require improvements to the roadway and further traffic analysis will be revisited at that time. Other improvements may be required to improve the Level of Service on Nine Mile Road and other roadways that may be impacted by the development. All roadway improvements will be permitted through FDOT and Escambia County.

Staff Analysis: Traffic Division review of the proposed project states that Future Land Use changes do not receive traffic concurrency approval; each site plan or preliminary plat submitted within this parcel will be reviewed for traffic concurrency according to the Land Development Code, Article 5. A Master Plan with a schedule of improvements and any mitigation required should be considered by the applicant. A Traffic Impact Analysis Report (TIAR) will need to be conducted to determine if any roadway segments will exceed the adopted level of service (LOS) standard. Access management will be reviewed by Escambia County and the Florida Department of Transportation (FDOT) to separate conflict points and reduce turning movements as much as possible. The development will provide adequate traffic circulation, parking and access management measures that are necessary to minimize access to impacted State and County road segments.

Mass transit shall be coordinated with Escambia County Area Transit (ECAT) during development of the property to reduce vehicle miles traveled thereby reducing greenhouse gas emissions and peak hour demand on state and county roadways.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

Recreation and Open Space

Escambia County Comprehensive Plan, Section 3.04, Definitions.
Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

REC1.3.2 ***Open Space Requirements.*** *Escambia County shall require the provision of open space by private development when such development is a planned unit*

development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.

The site is currently used by the 4H camp with agricultural and recreational facilities. The future improvements include managed development of upland areas and limited impacts to wetlands at roadway crossings. Upland buffers will be provided adjacent to wetland areas. The majority of the site will remain undisturbed as open space. These open space areas will include recreational amenities such as nature trails and parks.

Staff Analysis: Once the project is submitted, all of the LOS will be evaluated during the site plan review process. The proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

Schools

OBJ PSF 2.1 Level of Service Standards
The narrative from the applicant states that the requested future land use amendment would limit the property to commercial development and prohibit residential growth on the site. Therefore, the proposed amendment will not adversely impact school related levels of service.

Staff Analysis: It appears that the nature of the proposal would not have an impact on the LOS provided by the Escambia County School District, as there will be no residential allowances for the site. A representative from the Escambia County School District does review and comment on all proposals that could have an impact in the projected school capacities and LOS.

SUMMARY: Staff concludes that the proposed development could satisfy all of the requirements listed within the infrastructure analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Impact on Wellheads, Historically Significant Sites and the Natural Environment: Wellheads:

CON 1.4.1 ***Wellhead Protection.*** *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

The site is approximately 7,500 feet west from the nearest wellhead as illustrated in Map Direct provided by Florida Department of Environmental Protection. The wellhead is owned by ECU A and is located near the intersection of Nine Mile Road and Gulledge Lane. The Source Water Assessment and Protection Program indicate a 1,000 foot radius buffer surrounding the well. The site is located beyond the 1000 foot radius and the future development poses no impact to the well. A map indicating the location of the well with the surrounding buffer is attached with this request.

Staff Analysis: Further evaluation by the Environmental Division will be required to ensure standards for wellhead protection areas will be maintained. Once the project is submitted, all of the LOS will be evaluated during the site plan review process.

Historically Significant Sites

FLU 1.2.1 ***State Assistance.*** *Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

Staff Analysis: Evaluation submitted by the applicant of the proposed site and produced by John C. Phillips, M.A. Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida, concluded that there are no recorded archaeological sites or historic structures within or adjacent to the parcel. The report stated that in 2001, UWF conducted an archaeological survey of an adjacent parcel to the south in which extensive logging disturbances had significantly impacted the land form. The 2001survey area is environmentally similar to the Navy Federal 4-H Camp parcel. The experts concluded that 2001archaeological survey identified no archaeological sites.

Wetlands

CON 1.1.2 ***Wetland and Habitat Indicators.*** *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

Wetland areas throughout the property have been located and identified and can be found on the Boundary Survey.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. The County will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the site plan review process

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcel. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

1. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; furthermore the proposed amendment would allow for the consolidation of the subject property with the Mixed-Urban designation of the parcel to the East. The proposed Mixed-Urban expansion will direct economic growth and the associated land development to an area that will complement the existing corporate headquarter facilities in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

2. *Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar industrial uses within the area. The expansion of the existing development promotes the principle of compact development and is aimed at reducing the capital and operating costs of providing public infrastructure and services such as roads, utility lines and garbage collection. This co-location also increases the efficiency of activities that involve *distribution* (products delivered to a destination) or *interaction* (people and materials brought together). As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per

capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

3. Promotes conservation of water and energy.

The proposed amendment will ensure that the expansion of existing development is conducted in an efficient manner. Specifically, the proximity of the subject property to existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy. As stated in the application, the proposed amendment will aim at the construction of a LEEDs rated facility, similar to the already existing Navy Federal building, while at the same time providing open space areas to include recreational amenities such as nature trails and parks.

4. *Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

In the same manner as the nearby Sector Plan, this amendment would support economic development. The expansion will direct economic growth to an area that will complement the existing corporate headquarters facilities in the vicinity, thus promoting a comprehensive mix of uses that will lead to a symbiotic relationship between the existing facilities and future non-residential development. This increase of non-residential uses will lead to additional job growth in the area, as the existing corporate infrastructure is utilized to leverage growth of both new and existing business.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

Comprehensive Plan Consistency and Relevant Policies:

Urban Sprawl:
A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.

FLU 1.3 Future Land Use Map Designations:
"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Mixed Use Urban Future Land Use Category:
FLU 1.3.1 states that the Mixed Use Urban FLU "provides for and allows intensive mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses."

Staff Analysis: As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency.

The adopted levels of service would appear to be maintained with the proposed industrial development of the parcels. New industrial uses in the MU-U category may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 West Main St.
Pensacola, Florida 32502
Phone: 850.438.9661
Fax: 850.433.6761

November 1, 2012

Allyson Cain, Urban Planner II
Escambia County Development Services
3363 West Park Place
Pensacola, FL 32505

Re: FLU Map Amendment Request for Navy Federal Credit Union
Parcel ID: 04-1S-31-1101-000-000
Address: 4810 West Nine Mile Road
Request: R to MU-U

Dear Ms. Cain:

The attached application is a request to change the Future Land Use Map for the referenced parcel from **R** land use classification to **MU-U** The FLU Map amendment is needed to be consistent with the future use of the parcel and expansion of the NFCU Pensacola campus.

The following documents are included with this letter in support our request:

1. Application
2. Affidavit of Ownership and Authorization
3. Affidavit of Ownership and Limited Power of Attorney
4. Concurrency Determination Acknowledgement
5. Proof of Ownership
6. Street Map
7. Application Fee and Application Deposit
8. Complete Data and Analysis
9. Boundary Survey
10. Legal Description

Please contact me should you have any questions or need additional information for this request.

Sincerely,

BASKERVILLE-DONOVAN, INC.

Michael Langston

Michael Langston, PE
Project Manager

Copy: Glenn Cartledge, ASD
Kimberly Aderholdt, NFCU

K:\683 Navy Federal\68307 01\Correspondence\FLU Map Amendment request 11-01-12.doc

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

PPB121100009

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X

Current FLU: REC **Desired FLU:** MU-U **Zoning:** AG **Taken by:** A. Cain

Planning Board Public Hearing, date(s): December 10, 2012 → DEO

BCC Public Hearing, proposed date(s): TBD

Fees Paid 3,450.00 **Receipt #** _____ **Date:** 11/1/2012

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Navy Federal Credit Union

Address: 820 Follin Lane

City: Vienna State: VA Zip Code: 22180

Telephone: (703) 255-8305

Email: Debbie_Calder@navyfederal.org

DESCRIPTION OF PROPERTY:

Street address: 4810 West Nine Mile Road

Subdivision:

N/A

Property reference number: Section 04 Township 1S Range 31

Parcel 1101 Lot 000 Block 000

Size of Property (acres) 240.11

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32502 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be help responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Deborah H. Calder, Sr. Vice President, NFCU — October 31, 2012
Signature (Property Owner) — Printed Name — Date

Michael Langston, PE, Agent — October 31, 2012
Signature (Agent's Name (or owner if representing oneself) — Printed Name — Date

Address: 5550 Heritage Oaks Drive

City: Pensacola State: Florida Zip: 32526-7855

Telephone: (850) 912 - 0100 Fax # (850) 912 - 0011

Email: Debbie_Calder@navyfederal.org

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledge before me this 31st day of October, year of 2012 by, Deborah H. Calder who ( ) did (x) did not take an oath.
He/she is (x) personally known to me, ( ) produced current Florida/Other driver's license, and /or ( ) produced current _____ as identification.

October 31, 2012 — China Cheryl Lively
Signature of Notary Public — Date — Printed Name of Notary

My commission Expires September 29, 2015 Commission No. EE111460
(Notary seal must be affixed)

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2015
Comm. No. EE 111460

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32502 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 4810 West Nine Mile Road, Pensacola, FL 32526, Pensacola, Florida, Property Reference Numbers(s) 04-1S-31-1101-000-000, I hereby designate Michael Langston, PE for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 31st day of October, the year of 2012, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

	10/31/12	Deborah H. Calder, Sr. Vice President, NFCU
Signature of Property Owner	Date	Printed name of Property Owner
	10/31/2012	Michael Langston, PE
Signature of Agent	Date	Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The forgoing instrument was acknowledge before me this 31st day of October, year of 2012, by Deborah H. Calder who ( ) did (x) did not take an oath. He/she is (x) personally known to me, ( ) produced current Florida/Other driver's license, and /or ( ) produced current _____ as identification.

	October 31, 2012	China Cheryl Lively
Signature of Notary Public	Date	Printed Name of Notary

My commission Expires September 29, 2015 Commission No. EE111460

(Notary seal must be affixed)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2015
Comm. No. EE 111460

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property reference #: Section 04 Township 1S Range 31W

Parcel # 1101-000-000

Project Address:

4810 West Nine Mile Road, Pensacola, FL 32526

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision of construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Status. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE WITH THE ABOVE STATEMENT ON THIS 31st DAY OF October, 2012

Owner's signature	**Deborah H. Calder, Sr. Vice President, NFCU** **Owner's name (print)**
Agent's signature	**Michael Langston, PE** **Agent's name (print)**

Recorded in Public Records 08/09/2012 at 02:07 PM OR Book 6893 Page 907, Instrument #2012061437, Pamie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $69.50 Deed Stamps $25200.00

+ 25,200.00
R: 69.50

Prepared by
John W. Monroe, Jr., of
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502
N0033-126527

TRUSTEES' DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This indenture, made on August 9, 2012, by ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, AS TRUSTEES FOR THE ESCAMBIA COUNTY 4-H COUNTY COUNCIL, whose address is 221 Palafox Place, Suite 420, Pensacola, FL 32502 (GRANTOR), AND NAVY FEDERAL CREDIT UNION, a federally chartered credit union whose address is 820 Follin Lane, Vienna, VA 22180 (GRANTEE).

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situated in Escambia County, Florida being more particularly described as follows:

FOR LEGAL DESCRIPTION, SEE THE ATTACHED EXHIBIT A, CONSISTING OF ONE PAGE AND MADE A PART HEREOF BY REFERENCE.

Together with all the improvements located thereon, and all tenements, hereditaments, and appurtenances belonging or in any way appertaining to it, and all the right, title, interest, claim, and demand whatsoever which Grantor has in and to the property.

This conveyance is subject to real property taxes for the year 2012 and subsequent years; conditions, easements and restrictions of record, if any but this reference can not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities, and subject to all rights, title, interests or claims of adjoining property owner by reason of, or reflected by, the overlap created by deed recorded in O.R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on the survey prepared by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Grantor further covenants with Grantee that Grantor has good right and lawful authority to convey the property and Grantor warrants the title to the property of any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor. Provided, however, notwithstanding the foregoing, no covenants or warranties are given with respect to that portion of the above described real property that is subject to the overlap created by deed recorded in O. R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on survey by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Attached hereto as Exhibit "B" are the original minutes of the meeting of the Escambia County 4H County Council, signed by the President and attested by the Secretary, evidencing the authority of the Trustees to convey the property herein described.

The undersigned are executing this Deed solely in their capacity as the Trustees for the Escambia County 4-H County Council, and no obligation or liability arising from this document is intended to be, nor shall it be, binding upon or accrue to the undersigned, individually, or to Escambia County or its governing body, the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

WITNESSES:

Print Name:

Print Name:

E. Dean Kirschner

Print Name: E. Dean Kirschner

Dianne C. Simpson

Print Name: Dianne C. Simpson

Aretta Green

Print Name: Aretta Green

Dianne C. Simpson

Print Name: Dianne C. Simpson

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS TRUSTEES FOR THE ESCAMBIA COUNTY 4-H COUNTY COUNCIL

Unable to Sign due to Conflict-
See Attached Exhibit C for 8B
By: Memorandum of Voting Conflict
Wilson Robertson, as Trustee

By: Gene Valentino
Gene Valentino, as Trustee

By: Marie Young
Marie Young, as Trustee

Rebecca L. Azelton
Rebecca L. Azelton
Print Name:

Dianne C. Simpson
Dianne C. Simpson
Print Name:

By: _____
Grover Robinson, as Trustee

Pawn Trocke
Print Name: Pawn Trocke

Dianne C. Simpson
Print Name: Dianne C. Simpson

By: _____
Kevin White, as Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by GENE VALENTINO, As ~~Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by MARIE YOUNG, ~~As Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of July, 2012, by GROVER ROBINSON, ~~As Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by KEVIN WHITE, ~~As Trustee for the~~ Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

H:\MKK\Closings\NFCU pf 4H\Trustees Deed2.subjtooverlap

EXHIBIT A

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:
A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:
Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

Also less and except any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.

EXHIBIT "B"

Minutes of the meeting of Escambia 4-H County Council
April 23, 2012

The purpose of the meeting was to conduct a vote of the Voting Delegates on whether or not to authorize the sale of the Langley Bell Center property to Navy Federal Credit Union under terms and conditions provided to the Voting Delegates in previous meetings.

Voting was held in two locations: Extension Service Offices at Stefani Road and the Warrington Fire Department.

Voting was by secret Ballot and voting was conducted in cooperation with the Escambia County Supervisor of Elections Office.

The Ballots were counted by an employee of the Elections Office, and the tally was as follows:

21 Yes (authorizing the sale)

16 No (against authorizing the sale)

0 Invalid Ballots (if any and reason not counted)

ATTEST:

Mackenzie Helmick
~~McKenzie Helmick~~ Mackenzie Helmick
Secretary

Devin Bell
President

EXHIBIT "C"

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME-FIRST NAME-MIDDLE NAME Robertson, Wilson B.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Board of County Commissioners
MAILING ADDRESS 221 Palafox Place, Suite 400	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY X COUNTY ☐ OTHER LOCAL AGENCY
CITY Pensacola COUNTY Escambia	NAME OF POLITICAL SUBDIVISION Escambia County, Florida
DATE ON WHICH VOTE OCCURRED October 21, 2010	MY POSITION IS: x ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Wilson B. Robertson, hereby disclose that on October 21, 2010

(a) A measure came or will come before my agency which (check one)

☐ inured to my special private gain or loss;

☐ inured to the special gain or loss of my business associate,

☐ inured to the special gain or loss of my relative,

☐ inured to the special gain or loss of, _____, by whom I am retained; or

X inured to the special gain or loss of, Navy Federal Credit Union, which is the parent organization or subsidiary of a principal which has retained me.

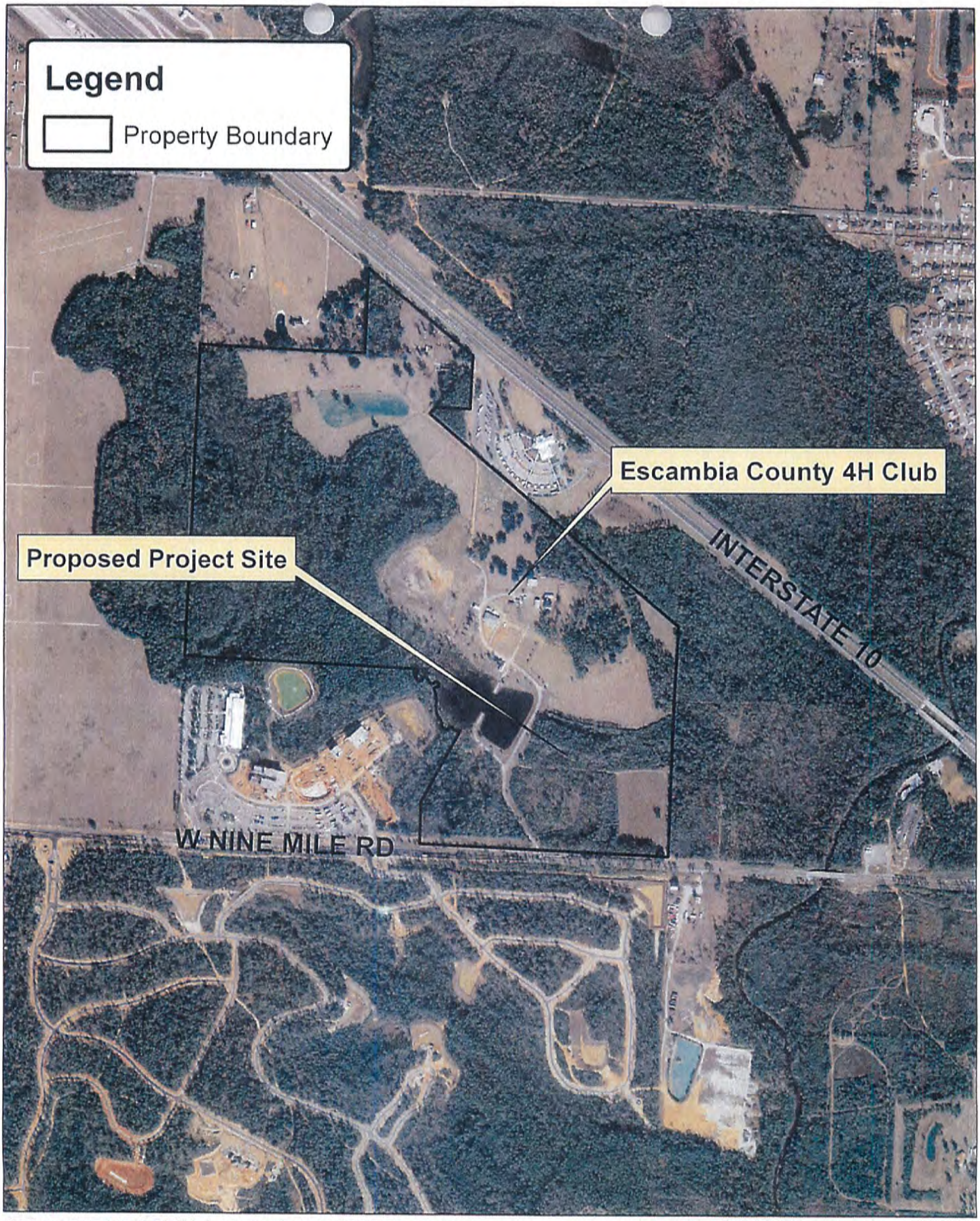
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I declare a voting conflict pursuant to § 112.3143, Fla. Stat., with regards to a Special Board Meeting held on October 21, 2010, to meet as the Trustees for the Escambia County Council of 4-H Clubs. My company, Robertson Curtis, Inc., is a subcontractor for Greenhut Construction who has the contract with Navy Federal Credit Union.

Wilson B. Robertson

Date Filed October 21, 2010 Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

Future Land Use Map Amendment - Street Map

STREET ADDRESS: 4810 West Nine Mile Road

PROPERTY REFERENCE NO.: 04-1S-31-1101-000-000

TOTAL ACREAGE: 240.11

LEGAL DESCRIPTION:

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:

A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:

Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a

distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

Also less and except any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.

Comparative Analysis and General Information for a proposed large scale future land use amendment, Escambia County, Florida.

Owner: **Navy Federal Credit Union**
820 Follin Lane
Vienna, VA 22180

Authorized Agent: **Michael Langston, PE**
Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, FL 32502
850-438-9661

Current FLU: R

Proposed FLU: MU-1

Site Description and Proposed Development: The requested FLU large scale amendment is located north of Nine Mile Road (US 90) and west of Interstate Highway I-10 in Section 4, Township 1 South, Range 31 West, Escambia County, Florida. The site is composed of approximately 240 acres and is currently under recreational use with the Escambia County 4H club. The site is bordered on the west by Navy Federal Credit Union (NFCU) and the north by the State of Florida Welcome Center. The future development plans will be phased with an extension to the adjacent NFCU Campus.

1. **Comparative Analysis**

   A. **Sanitary Sewer:** Emerald Coast Utilities Authority (ECUA) currently provides sanitary sewer service to the site. The existing system, owned and maintained by ECUA, includes an 8" PVC gravity main, a pump station and 4" force main. The facilities are located within dedicated easements on the subject property. The future on-site sanitary sewer improvements will connect to the existing sewer system. The owner/agent is currently coordinating with ECUA on system capacities and potential upgrade requirements.

   B. **Solid Waste Disposal:** The proposed project will use dumpsters throughout the construction phase to dispose of solid waste. The solid waste will ultimately be disposed at Perdido Landfill through commercial vendors. The solid waste from the construction site will consist of normal waste streams from construction activities with recycle provisions to meet LEED guidelines. NFCU will provide recycle bins for operations after construction in an effort to meet LEED requirements and minimize the quantity of solid waste generated at the site.

C. **Potable Water:** ECUA currently provides potable water service to the site. The existing system, owned and maintained by ECUA, includes an 8" PVC water main with connection to a 16" water main on Nine Mile Road. The water facilities are located within dedicated easements on the subject property. The future on-site potable water improvements will connect to the existing system in a looped configuration for adequate pressure and fire flow. The owner/agent is currently coordinating with ECUA on system capacities and potential upgrade requirements.

D. **Stormwater Management:** Stormwater runoff from the site primarily sheet flows to lower elevation wetland areas. The developed portions of the site have limited stormwater conveyance systems with one 24" pipe that discharges the existing 4H Camp Lake.

The future site improvements include stormwater collections systems with pipes and inlets that discharge to wet detention ponds. The ponds will be designed as an amenity to the site with some capacity for irrigation demand. The stormwater management systems will be designed to accommodate all storms up to and including the 25-year, 24-hour event with post development discharges limited to the pre-development rates. The project design will be in accordance with the Escambia County Land Development Code (LDC) and requirements the State of Florida as specified in rule 62-346, FAC. Stormwater management will be permitted through the Environmental Resource Permit (ERP) process concurrently with the limited wetland impacts. A Conceptual Stormwater Master Plan will be submitted for approval with construction plans for the first phase of development.

E. **Traffic:** Access to the site is currently from Nine Mile Road. The future site improvements will impact roadways in the area. Future connections to Nine Mile Road will require deceleration and turn lanes in accordance with Florida Department of Transportation (FDOT) requirements. Signalization of the primary connection to Nine Mile Road is expected when demand warrants the signalization. The applicant understands that Escambia County will require improvements to the roadway and further traffic analysis will be revisited at that time. Other improvements may be required to improve the Level of Service on Nine Mile Road and other roadways that may be impacted by the development. All roadway improvements will be permitted through FDOT and Escambia County.

F. **Recreation and Open Space:** The site is currently used by the 4H camp with agricultural and recreational facilities. The future improvements include managed development of upland areas and limited impacts to wetlands at roadway crossings. Upland buffers will be provided adjacent to wetland areas. The majority of the site will remain undisturbed as open space. These open space areas will include recreational amenities such as

nature trails and parks. The future development will meet the open space and recreation requirements of the LDC.

G. **Schools:** The requested future land use amendment would limit the property to commercial development and prohibit residential growth on the site. Therefore, this proposed amendment will not adversely impact school related levels of service.

2. **Proximity to and impact on the following:**

A. **Wellheads:** The site is approximately 7,500 feet west from the nearest wellhead as illustrated in Map Direct provided by Florida Department of Environmental Protection. The wellhead is owned by ECUA and is located near the intersection of Nine Mile Road and Gulledge Lane. The Source Water Assessment and Protection Program indicate a 1,000 foot radius buffer surrounding the well. The site is located beyond the 1000 foot radius and the future development poses no impact to the well. A map indicating the location of the well with the surrounding buffer is attached with this request

B. **Historically Significant Sites:** According to the Escambia County Geographic Information Systems there are no historically significant sites located on the property.

C. **Natural Resources:** Wetland areas throughout the property have been located and identified and can be found on the Boundary Survey.

3. **Consistency with the Comprehensive Plan:**

A. **CMS 1.3.1 Consistency with the Comprehensive Plan:**

No development activity may be approved unless it is found that the development is consistent with the Escambia County Comprehensive Plan and that the provision of the facilities enumerated in CMS 1.2.2 will be available at prescribed LOS concurrent with the impact of the development on those facilities.

Response: The applicant understands that approval of the amendment requires that the future development is subject to the DRC process and the provisions set forth within the CMS 1.2.2 Allocation of Capacity

B. CMS 1.3.2 Minimum Requirements:

At a minimum, the Concurrency Management System shall ensure that at least one of the following standards will be met prior to issuance of a development permit or order:

a. *The necessary facilities and services are in place at the time a development permit is issued; or*
b. *A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or*
c. *The necessary facilities are under construction at the time a permit is issued. This provision only relates to parks and recreation facilities and roads; or*
d. *The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of the facility or service must commence within one year of the issuance of the development order or permit; or*
e. *The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statues, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of the LDC. For potable water, wastewater, solid waste, stormwater and public school facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or*
f. *The necessary facilities needed to serve new developments are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or in place or under actual construction no more than three years after the issuance, by the County, of a development order or permit. This provision only relates to roads. The Five-Year FDOT Work Program is attached herein to this ordinance as Exhibit A.*
g. *The necessary concurrency standards for public school facilities shall be consistent with Chapter 16, Public School Facilities Element.*

Response: The future development plan will not negatively impact or degrade Escambia County's infrastructure or level of service. The applicant is aware that the DRC process will enforce the development standards concurrent with the CMS requirements.

C. Chapter 10 Infrastructure Element:

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

Response: The future development requires the Future Land Use Amendment and a rezoning to allow this use. The future development will meet the goals, objectives and policies regarding potable water provision, wastewater disposal, solid waste disposal, stormwater management and aquifer protection.

D. OBJ CON 1.4 Groundwater Response:

Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.

Response: The site and FLU amendment is located 7,500 feet away from the nearest wellhead owned by ECUA. The Source Water Assessment and Protection Program indicates a 1000-foot radius buffer surrounding the well. The details of materials storage and operations will be revisited in further detail during the DRC process.

Map Direct: No Focus

30°32'46.6872", -87°21'6.7582"

30°32'49.4672", -87°19'7.8034"

30°31'27.5684", -87°21'4.2685"

30°31'30.3478", -87°19'5.3383"

Scale 1:17,077

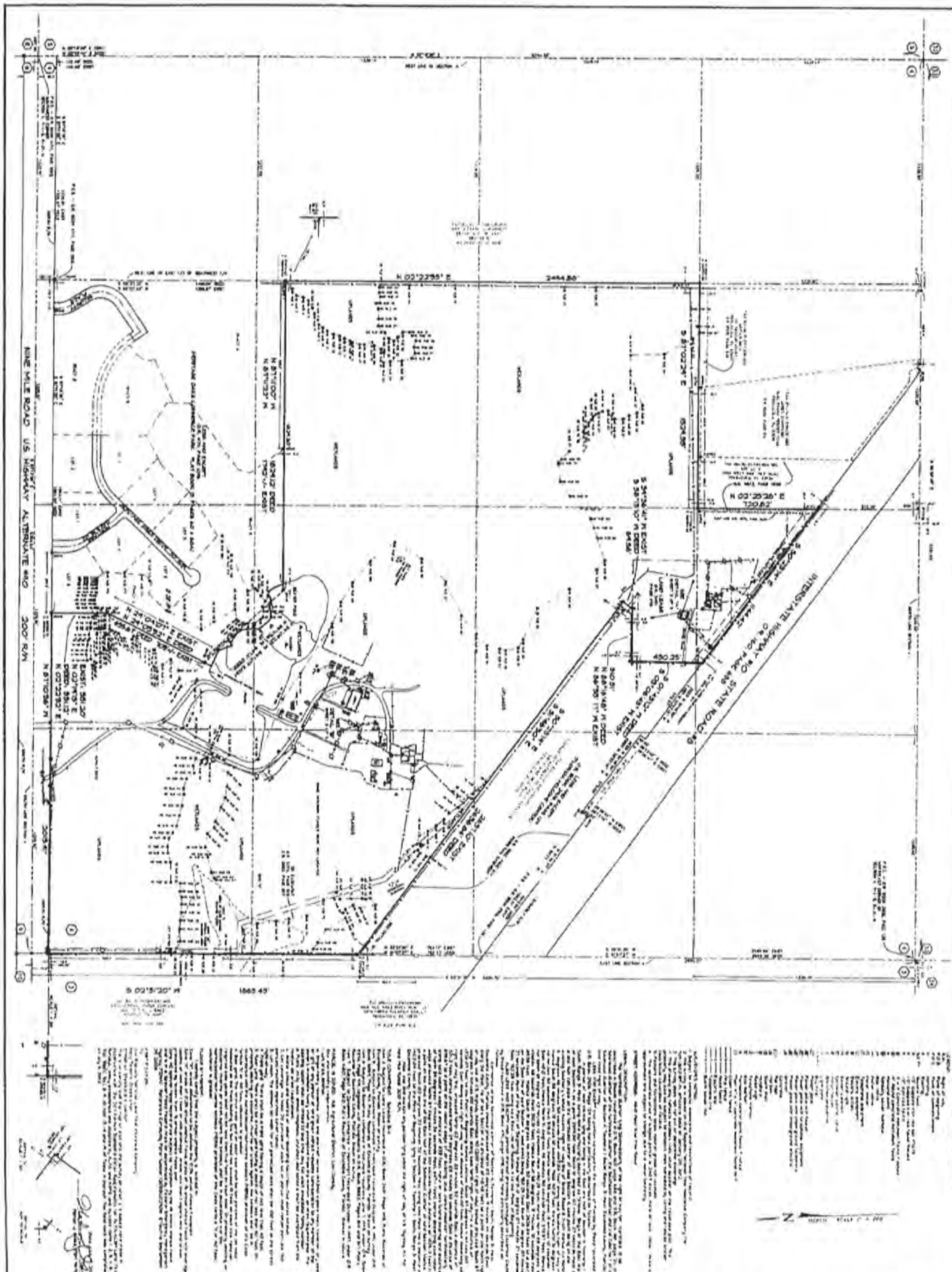
Aerial Imagery 2004-2009

SWAPP Areas

Counties

Aerial Imagery Flight Dates 2004-2009

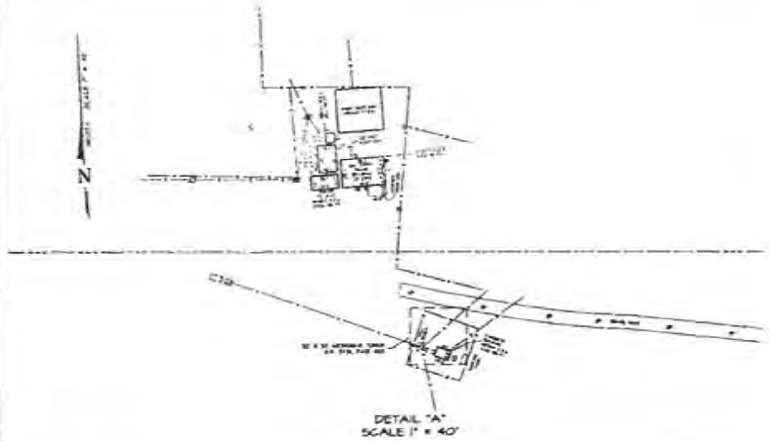
Florida Department of Environmental Protection Disclaimer. This map created in Map Direct on Wed, 31 Oct 2012 16:02:25 UTC is intended for display purposes only. It was created using data from different sources, collected at different scales, with different levels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement. YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.



David B. Glaze
Walter J. Glaze

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

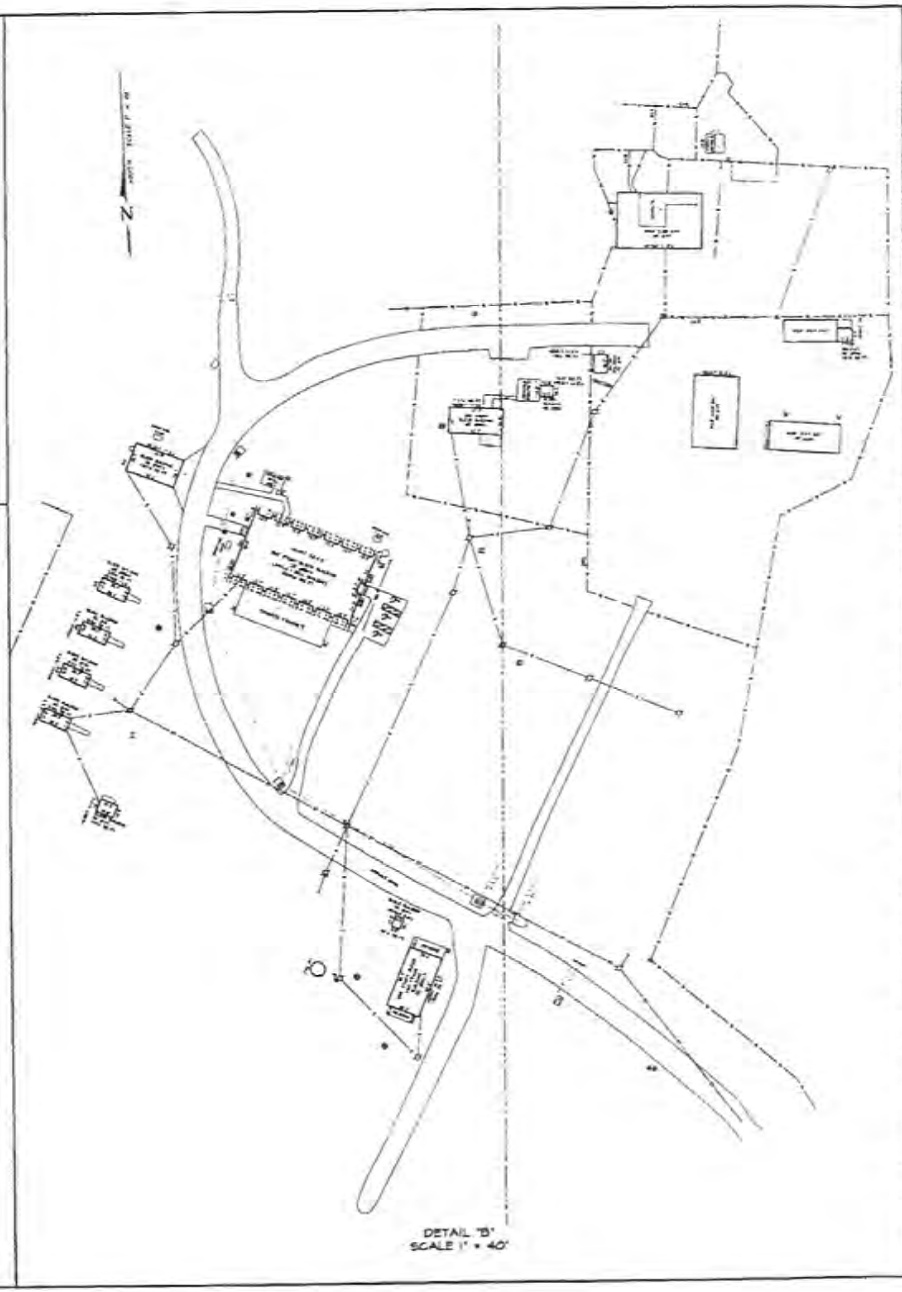
AN ALTSA/ACSM LAND TITLE SURVEY: A BOUNDARY SURVEY, LOCATION OF IMPROVEMENTS AND WETLANDS LOCATION OF A PORTION OF SECTION 4, T-1-S, R-31-W



DETAIL "A"
SCALE 1" = 40'

WETLANDS LINE TABLE

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



DETAIL "B"
SCALE 1" = 40'

AN ATLS/ACSM LAND TITLE SURVEY, A BOUNDARY SURVEY, LOCATION OF IMPROVEMENTS AND WETLANDS LOCATION OF A PORTION OF SECTION 4 T-1-S, R-21-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

2
2

Appendix "E"

Report on Historical/Cultural Survey of the USA-NFCU Parcels
Performed by
Benjamin Aubuchon and L. Janice Campbell, Prentice Thomas and Associates

Clearance letter, dated May 13, 2013, from Robert F. Bendus, Director, Division of Historical Resources
State Preservation Officer (SHPO)

CULTURAL RESOURCES SURVEY OF 240 ACRES OF PLANNED CAMPUS EXPANSION ON NAVY FEDERAL PROPERTY PENSACOLA, FLORIDA

FINAL

PREPARED FOR
NAVY FEDERAL

BY
BENJAMIN AUBUCHON
AND
L. JANICE CAMPBELL

PRENTICE THOMAS AND ASSOCIATES, INC.
REPORT OF INVESTIGATIONS NO. 1378
APRIL 2013

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Findings Summary Table – Navy Federal Campus Expansion

Cultural Resources	Type	East (WGS84)	North (WGS84)	Eligibility Recommendation
8ES3787	Resource Group	466309	3378542	Ineligible
8ES3788	Archaeological Site	466218	3378731	Ineligible
8ES3789	Archaeological Site	466007	3379215	Ineligible
8ES3790	Historic Structure	466310	3378382	Ineligible
8ES3791	Historic Structure	466299	3378407	Ineligible
8ES3792	Historic Structure	466338	3378537	Ineligible
8ES3793	Historic Structure	466227	3378478	Ineligible
8ES3794	Historic Structure	466234	3378498	Ineligible
8ES3795	Historic Structure	466237	3378518	Ineligible
8ES3796	Historic Structure	466244	3378537	Ineligible
AO-1	Prehistoric Find	465550	3378543	Ineligible

ABSTRACT

In March of 2013, Prentice Thomas and Associates, Inc., was contracted by the Navy Federal Credit Union to conduct a cultural resources survey of the former Langley Bell 4-H Center property adjacent to the existing Navy Federal Credit Union Campus. The property is located in Escambia County, approximately two miles east of Beulah, Florida (Section 4 of Township 1 South, Range 31 West). The area consists of roughly 240 acres situated between Interstate 10 and Nine Mile Road. The fieldwork was carried out by a four-person archaeological crew under the direction of a field supervisor. The crew conducted a pedestrian survey over the entire tract, during which all surface and subsurface exposures were examined. This latter effort was augmented by systematic interval and judgmental shovel testing. A total of 138 (104 survey and 34 recording) 50 cm by 50 cm shovel tests were excavated. The effort resulted in the identification of a cultural resource group (8ES3787) consisting of one historic site (8ES3788) and seven structures (8ES3790 to 8ES3796) located within the 4-H Camp dating from the 1950s to 1970s, a mid-twentieth century historic site (8ES3789), and a prehistoric archaeological occurrence (AO-1). None of the cultural resources in this development is eligible for nomination to the National Register of Historic Places (NRHP), and no further work is recommended

ACRONYMS LIST

AC	Artifact Concentration
amsl	above mean sea level
APE	Area of Potential Effect
ARPA	Archaeological Resources Protection Act
BCO	Baked Clay Objects
CFR	Code of Federal Regulations
DHR	Division of Historical Resources
ECUA	Emerald Coast Utility Authority
EPO	Elliotts Point Objects
ERP	Environmental Restoration Program
F.S.	Florida Statute
GIS	Geographic Information Systems
GUIS	Gulf Islands National Seashore
INQUA	International Union for Quaternary Research
IUGS	International Union of Geological Sciences
LABINS	Land Boundary Information System
NAGPRA	Native American Grave Protection and Repatriation Act
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NPS	National Park Service
NRHP	National Register of Historic Places
NFCU	Navy Federal Credit Union
NWR	New World Research, Inc.
OIS	Oxygen Isotope Stage
PTA	Prentice Thomas & Associates, Inc.
RPA	Revised Probability Area
SEAC	Southeast Archeological Center
SHPO	State Historic Preservation Officer
USDA	United States Department of Agriculture
USFS	United States Forest Service
USGS	United States Geological Survey
UF/IFAS	University of Florida Institute of Food a& Agricultural Sciences Extension
UWF-AI	University of West Florida Archaeology Institute

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CHAPTER ONE
INTRODUCTION

In March of 2013, Prentice Thomas and Associates, Inc. (PTA) was contracted by the Navy Federal Credit Union (NFCU) to conduct a cultural resources survey of the former Langley Bell 4-H Center property adjacent to the existing NFCU Campus. The property is located in Escambia County (Figure 1), approximately 2 miles east of Beulah, Florida. The area consists of roughly 240 acres situated between U.S. Interstate 10 (I-10) and Nine Mile Road and constitutes a large portion of Section 4 of Township 1 South, Range 31 West (Figure 2).

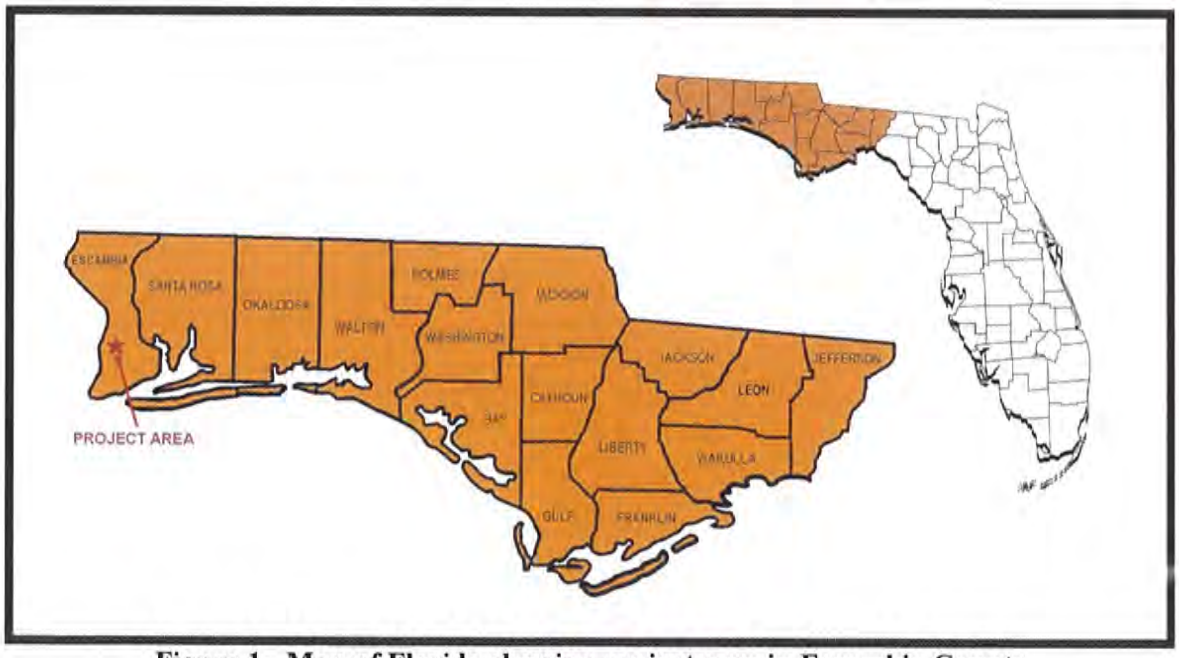

Figure 1. Map of Florida showing project area in Escambia County

NFCU recently purchased the property to accommodate an expansion of the existing campus. Phase 1 of the development plan will entail construction of new buildings, roads, and parking areas in the southeast corner of the property, to the east and south of the existing 4-H Center. Plans for later phases of development, should they be initiated, will include construction of additional buildings and parking areas encompassing the current location of the 4-H Center. NFCU is required to consider the effects of its ground disturbing activities on historic properties

in accordance with legislation and regulations that include, but are not limited to, the Antiquities Act of 1906, the Historic Sites Act of 1935, the National Historic Preservation Act of 1966 as amended (NHPA), 36 Code of Federal Regulations (CFR) Part 800, the Archaeological and Historical Preservation Act of 1974 (AHPA), the Archaeological Resources Protection Act of 1979 (ARPA), the National Environmental Policy Act of 1969 (NEPA), the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), and the American Indian Religious Freedom Act (AIRFA). PTA was retained to survey the property for the purpose of identification, documentation, and evaluation of any cultural resources that may be impacted by current and future development plans.

Figure 2. Aerial photograph showing boundaries of the project area

Synopsis of the Work

Consultation with officials at the Florida Department of Historical Resources (DHR) revealed no previously known sites were located within the project area. The fieldwork was carried out by a four-person archaeological crew under the direction of a field supervisor. The

crew conducted a pedestrian survey over the entire tract, during which all surface and subsurface exposures were examined. This latter effort was augmented by systematic interval and judgmental shovel testing. A total of 138 (104 survey and 34 recording) 50 cm by 50 cm shovel tests were excavated. The effort resulted in the identification of a cultural resource group (8ES3787) consisting of one historic site (8ES3788) and seven structures (8ES3790 to 8ES3796) located within the 4-H Camp dating from the 1950s to 1970s, a mid-twentieth century historic site (8ES3789), and a prehistoric archaeological occurrence (AO-1). None of the cultural resources in this development are eligible for nomination to the National Register of Historic Places (NRHP), and no further work is recommended.

Report Organization

Chapter Two presents a summary of the regional environment, and the culture sequence is discussed in Chapter Three. Project methods and findings are presented in Chapter Four. Chapter Five provides closing comments and management recommendations. A list of references cited follows the text.

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CHAPTER TWO
ENVIRONMENTAL OVERVIEW

Geographic Location

The Navy Federal project is situated in southern portion of Escambia County, Florida. It encompasses approximately 240 acres in Section 4 of Township 1 South, Range 31 West. The following environmental overview is adapted from Thomas and Campbell (1993) unless otherwise noted.

Physiography

Physiographically, the project is situated within the Coastal Plains province, which in turn is composed of two divisions: the Western Highlands and the Gulf Coastal Lowlands. The division results from past events in which ancient seas eroded into the Citronelle Highlands (Western Highlands) and produced the Coastal Plains. The Western Highlands reaches a maximum elevation of 88 m (290 ft) above mean sea level (amsl) in northern Santa Rosa County and slopes subtly to the south. As sea level dropped episodically, it produced the Gulf Coastal Lowlands, which are generally less than 30 m (100 ft) amsl.

Of some geomorphic importance are the marine terraces created by the episodic fluctuation in sea level during the waxing and waning of glacial ice masses during the Late Cenozoic Era, particularly the Pliocene and Pleistocene Epochs. These features are depositional, and in some cases erosional, features developed on sandy, fossil-poor sediments ranging in age from the Pliocene to the Holocene Epochs (Figure 3).

The terraces are defined as landscape features rather than as stratigraphic or depositional units with distinctive lithologies. They slope gently seaward and often terminate landward via a shoreline scarp produced by wave erosion. There has been continuing debate regarding the age of these terraces and their location. On Eglin Air Force Base, Johnson and Fredlund (1993) recognize the following based on their geomorphological investigations: Silver Bluff Complex terrace; Pamlico terrace; Penholoway terrace; a high terrace complex consisting of multiple, poorly expressed surfaces (e.g., Sunderland, Wicomico); and an upland surface (possibly the Hazelhurst Terrace). A similar viewpoint was adopted by Marsh (1966) who found the discernment of terrace surfaces above the Penholoway to be highly problematic, identifying only a Pamlico shoreline at about 10 m (30 ft) amsl and a Penholoway shoreline at 21 m (70 ft) amsl, with an Upland Surface above that, hypothesized to be a composite feature including eroded

terrace surfaces and siliclastics of the Pliocene Epoch Citronelle Formation. Marsh did not identify features corresponding to the Silver Bluff Complex in Escambia County. The Florida Geological Survey maps the Naval Federal area as Citronelle (Scott et al 2001; Scott 2001).

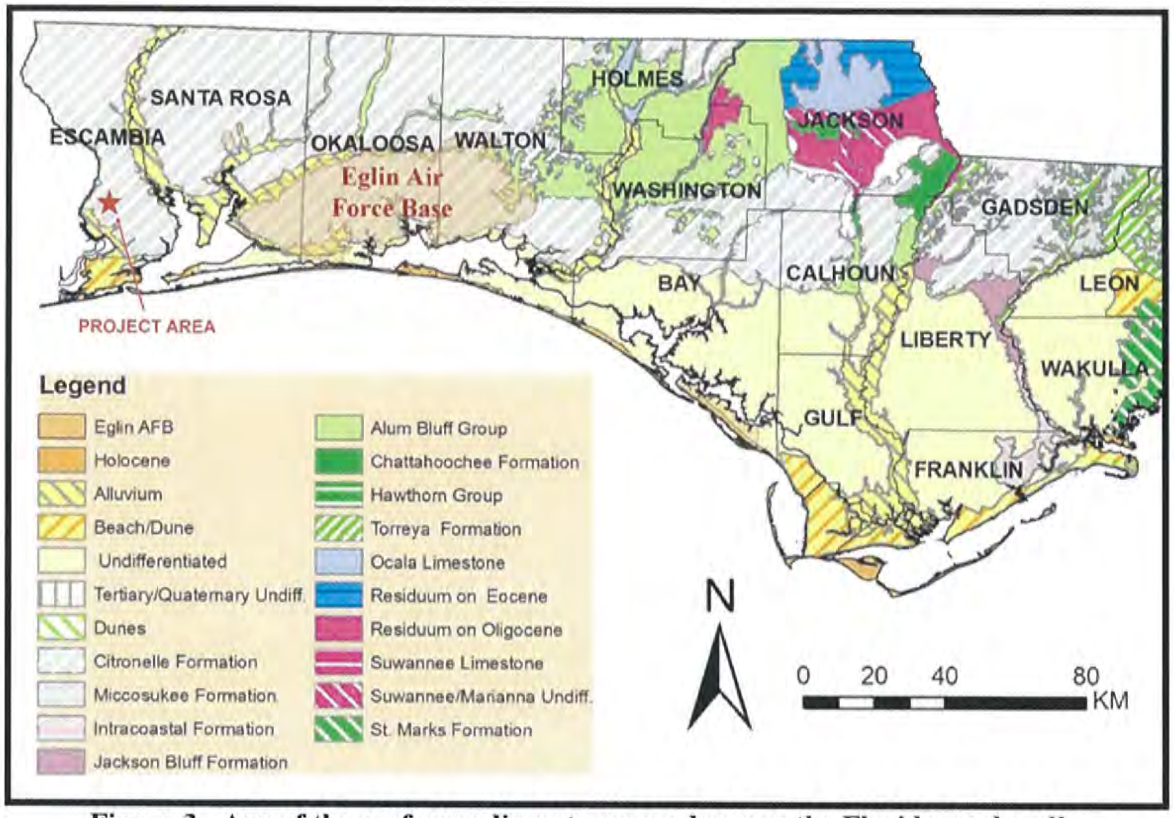

Figure 3. Age of the surface sediments mapped across the Florida panhandle (from Means 2009)

The ages of the terraces are not clear, as they are composed of sandy sediment largely lacking in definitive fossil evidence (Donoghue and Tanner 1992; Otvos 1992; cf. Colquhoun 1974; Hoyt and Hails 1974; Markewich et al. 1992). Terraces lower than the Sunderland have traditionally been considered Pleistocene Epoch features. However, there is no evidence that conclusively demonstrates a Pleistocene origin for terrace-like features in the Florida panhandle at elevations above more than nine meters amsl (Donoghue and Tanner 1992; Otvos 1992). A Pliocene rather than Pleistocene Epoch age is consistent for elevations above nine meters (30 ft) with the current continental ice sheets; the volume of the water tied up in the grounded[1] part of the Antarctic ice sheet is believed to be enough to raise mean sea level by about 73.5 m (*circa* 240 ft), and the volume of water in the Greenland ice sheet would effect a 7.3 m (24 ft) rise in sea level were it to melt (Bradley 1999; Cronin 1999).

[1] *Floating ice, including the Arctic icecap, would have no effect on sea level were it to melt.*

The Antarctic sheet is believed to have been a permanent feature since the Middle Miocene Epoch, about 14 Ma (Parrish 1998) and the Greenland ice sheet is believed to have been permanent since the Late Miocene Epoch about 7 Ma (Cronin 1999). Therefore, only times notably warmer than now would have had higher sea levels. Terrace surfaces above nine meters likely reflect the mid-Pliocene warm spell of 3.5 to 3.0 Ma as sea level is thought to have been 25 to 35 m higher (Otvos 1997) or still earlier events. Interpretation is complicated in northwest Florida by the possibility that the dissolution of limestone at rates estimated to be between one meter per 38,000 years and one meter per 160,000 years in the western Florida panhandle has led to isostatic uplift as sediments are loaded into the Gulf (Means 2009). The total uplift was estimated to have been anywhere from nine to 50 m since the Pliocene Epoch in a number of studies reviewed by Means (2009).

Paleo-temperature and sea level may be indirectly evaluated by study of isotope ratios, particularly oxygen isotope ratios, in marine sediments.[2] Oxygen Isotope Stage (OIS) ratio studies imply a considerable volume of ice since the Late Miocene Epoch (Parrish 1998:Figure 4). Furthermore, syntheses of marine isotope studies indicate warmer than present conditions in the Sangamon Interglacial Stage (OIS 5e) circa 140 to 126 thousands of years BP (Ka) and for OIS 11 circa 398 to 418 Ka, but at no other time in the Pleistocene Epoch (Lisiecki and Raymo 2005; Bradley 1999; Cronin 1999). Prior to 400 Ka, the next warmer than present episode appears to be OIS G3 circa 2650 Ka, (Lisiecki and Raymo 2005:Figure 4) which is Late Pliocene Epoch.[3] Hence, only the Silver Bluff and Pamlico terraces are likely to be of Pleistocene age.

Because sea level was at least 20 m lower than the current level after about 120 Ka until well into the Holocene (Saucier 1994:Figure 4; Bradley 1999:Figure 6.13), there is some doubt as to whether the Silver Bluff terrace could reflect a Middle Wisconsinan highstand. Johnson and Fredlund (1993:45) have suggested that the Pleistocene component of the Silver Bluff terrace complex could have been Middle Wisconsin and reflective of a *lower than present* sea level which is now at eight to 10 ft amsl due to subsequent uplift.

It has also been suggested that there may have been one or more highstands of +1 to +2 m (about the elevational range of the Silver Bluff) after *circa* 6000 BP. In that light, the Holocene component of the Silver Bluff may reflect a highstand of one to two meters above current mean sea level at about 6000 BP (Cronin 1999:401-404; Donoghue and Tanner 1992:238) or later (Balsillie and Donoghue 2004). However, recent studies of several northern Gulf Coast estuaries put sea level at circa -4 m amsl at 6000 BP, -2 m at 4000 BP, and -1 m at 2000 BP, so that a higher than present sea level at any time in the Holocene is controversial.

---

[2] *Without going into detail, the oxygen isotope ^{16}O is preferentially sequestered in ice, rather than the ^{18}O isotope. Because the normal ratio of ^{16}O to ^{18}O is known, decreases in the ratio, symbolized $\delta^{18}O$, as determined in marine sediments are interpretable as increased ice volumes and, therefore, lower temperatures, while increases in $\delta^{18}O$ are interpretable as decreased ice and warmer temperatures (cf. Parrish 1998; Bradley 1999; Cronin 1999).*

[3] *The Pliocene-Pleistocene boundary is currently established as being at 2.588 Ma. It was reset by the International Union of Geological Sciences (IUGS) from 1.806 Ma to 2.588 Ma with the transfer of the Gelasian Stage from the Pliocene to the Pleistocene (Riccardi 2009).*

Other major geomorphic features of the coast are a barrier island (Santa Rosa Island) and its associated lagoons and bays. This complex represents classic form and process for the Gulf Coast; geomorphic elements include river-mouth swamps and marshes, coastal terraces, the bay, and the barrier bar/island (Santa Rosa Island with its tidal inlet and associated tidal colk, marine tidal bar, tidal delta, active dunes, relict dunes, active bay-mouth spits, relict bay-mouth spits, and submerged shell reefs).

Soils

The project area is mapped as the Bonifay-Notcher-Troup association (United States Department of Agriculture [USDA] 2004). This association features generally well-drained soils on relatively level to moderately steep surfaces. This is an upland unit with soils which have loamy surface layers and sandy subsurface layers and loamy subsoils, or are loamy throughout. Major soil types the Notcher series on summits and side slopes, with Bonifay soils present on gently sloped summits and side slopes, while excessively drained Troup soils are on narrow summits and gently to moderately sloping side slopes. Also present are small areas of the Lucy, Malbis, Perdido, Lakeland, Red Bay, Albany, Pelham, and Cowarts series, as well as a few others.

Surface Hydrology

Escambia County is bound on the west by the Perdido River, which also comprises the Florida-Alabama boundary. The Escambia River originates in Alabama and flows south through Florida, and constitutes the boundary between Escambia and Santa Rosa counties. The Navy Federal Project area is drained by Elevenmile Creek which discharges directly into the head of Perdido Bay.

Ponds of varying types and sizes exist within Escambia County. Some are artificial being due to stream impoundment. Many others reflect the collection of water in depressions that are underlain by clay or iron-cemented sandstone (Marsh 1966). Still others are rainwater-filled clay borrow pits, and likely related to the depressional ponds. Steephead ponds also occur (Marsh 1966), but none seem to be near the project area.

Paleoenvironment

At the Wisconsin maximum *circa* 22,000 to 18,000 BP, sea level was at -120 m (-390 ft) or deeper, exposing vast expanses of the present continental shelf (Coastal Environments 1977; Blackwelder et al. 1979; Fernald 1981:16). The Gulf shoreline may have been some 80 km (50 mi) south of the current shoreline, and the entire area at that time would have been high and dry (Hine 1997:Figure 11.1). The Choctawhatchee, Yellow, and Blackwater Rivers joined somewhat south of Pensacola and the combined system discharged into the Gulf of Mexico (Bart and Anderson 2004).

After a gradual warming period about 18,000 to 14,000 years ago, conditions began to warm more rapidly and sea level rose much faster, at a rate of about 0.45 cm/year, and by about

2.4 cm/year from 14,000 to 11,000 years ago. Pollen and paleontological studies have revealed a vegetation regime of open pine forests giving way to oak/hickory stands and local prairies (Fredlund and Johnson 1993). Late Pleistocene biotic communities had a fine grained, diverse nature without modern counterparts; for example, there were widespread extinctions of many megafauna species 12,000 to 10,000 years ago (Graham and Lundelius 1984). The warming trend was briefly reversed by a cool spell, usually referred to as the Younger Dryas between 11,000 and 10,000 BP (12,800 to 11,500 cal BP).

The Younger Dryas was the last great Pleistocene cold snap, and its end (cal 11,500 BP) is considered to be the start of the Holocene. By cal 10,000 BP the Laurentide deglaciation was well advanced, and a recent sea level curve for the Gulf of Mexico puts sea level in the northern Gulf at approximately -19 m (-62 ft) and rising at a rate of 9 mm/yr (Milliken et al. 2008). These data place the Gulf shoreline some eight to 13 km (five to eight miles) south of Perdido Key.[4]

By the time that humans had arrived in Florida sea level would have been about 35 m lower than now (Bradley 1999:Figure 6.50).[5] Thus Paleoindians occupied a "Florida" twice its modern size, so that present-day coasts were inland, even upland, areas and late Pleistocene shorelines in the Gulf of Mexico were located as much as 120 to 150 km seaward of their modern locations. It is not difficult to see why Paleoindian period coastal sites have yet to be discovered in Florida—they are submerged beneath fathoms of ocean water, kilometers offshore (Stright 1986). Between 9,000 and 5,000 years ago the North American climate became warmer and drier than it currently is, an interval variously referred to as the climatic optimum, Atlantic, or Hypsithermal (Pielou 1991).

Otvos (2004:115) indicates that there was considerable aeolian activity in the northern Gulf of Mexico in the Hypsithermal, one episode between 10,500 and 8,500 BP, and a second between 6,800 and 5,700 BP. Dune formation is known to have been active on the northern Gulf of Mexico coastal plain circa 9900 – 5100 OSL/TL years ago, due to arid conditions and related causes (Otvos 2004, 2005; cf. Ivester et al. 2001; Ivester and Leigh 2003). Otvos (2004) indicates the development of a semi-continuous belt of dune fields and sand sheets in southeastern Alabama and northwestern Florida some 390 km long and two to three kilometers wide with elevations of up to 22 m (72 ft) amsl.

Fredlund and Johnson's (1993) fossil pollen analysis from four selected sites on Eglin for the HPP provides data that help reconstruct the Holocene history of the pine-oak forests of the region. The data show that an accumulation of the pollen-bearing, limnetic and peaty sediments at these sites was initiated by a major climatic shift around 8400 BP. At that time the climate appears to have rapidly shifted from one of less annual rainfall to a more mesic, but seasonally variable moisture regime. Lightning-producing spring storms, as part of the new climatic regime, created the right conditions for frequent fires, resulting in the rapid rise of longleaf pine

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[4] *Sea level would have been -18 ft circa cal 6000 BP and -6 ft circa cal 3000 BP (after Milliken et al. 2008:Figure 5).*

[5] *According to Th/U (thorium-uranium) dated corals at Barbados (Bradley 1999).*

as the dominant tree in the Southern Evergreen Forest. Following the 8400 BP climate change, cypress and tupelo (*Nyssa sylvatica* var. biflora) soon invaded the shallow upland basins.

Changes in pollen percentages and accumulation rates for tree and shrub taxa document a 1,200-year period of vegetational readjustment following the 8,400 BP onset of the change in climate. During this readjustment, oaks, the established dominant trees in the open, xeric forests prior to the climatic change, realized a substantial but short-lived (300 years) increase in biomass at the onset of the more mesic conditions. As the established oaks, pines and other trees reached maturity and began to die of old age, recruitment of fire-tolerant longleaf pine seedlings far exceeded that of oak and other deciduous trees. This trend continued until about 7200 BP, when the longleaf pine forests reached a dynamic equilibrium equivalent to that of the historically documented forests within the region.

Translating these data into archaeological interpretation of prehistoric populations, the Paleoindians and Early Archaic people seem to have been exposed to far greater environmental diversity than later groups. Throughout the entirety of the archaeological record, however, the climate and associated flora and fauna certainly had an influence on the extent to which the study area was occupied/utilized, selection of habitation areas as well as those for resource exploitation, and technological issues to maximize exploitation practices.

Summary

In summary, Northwest Florida has been a dynamic environment, exhibiting fluctuations in sea level, periods of increased warming and cooling, and differences in both the flora and fauna as a result of the consequent environmental changes. The differing environmental conditions have had a concomitant effect upon human populations since Paleoindians first appeared in the region. The stabilization of sea level and accompanying establishment of the modern climate has meant greater consistency in the environment to which humans adapted, but there exist great variation in these adaptations in response to cultural influence. Both adaptation to environmental conditions and cultural factors are reflected in the archaeological record, as discussed in the subsequent chapter.

CHAPTER THREE
CULTURAL OVERVIEW

Previous Archaeological Investigations

Formal archaeological investigations in the north-central Gulf Coast region began with Sternberg's (1876) excavations at the Bear Point site (1BA1), located on the eastern shore of Perdido Bay. This work listed burials and artifact assemblages, and produced a collection of shell-tempered vessels. In the 1880s, Walker (1885) identified shell middens in the Pensacola and Choctawhatchee Bay systems, and provided fairly complete descriptions of the archaeological materials encountered. At the turn of the century, C. B. Moore (1901, 1918) visited the northern Gulf Coast and investigated numerous sites. Among these were Bear Point (1BA1), Santa Rosa Sound (8SR1), Graveyard Point (8SR3), Maester Creek Mound (8SR870), Fort Walton Temple Mound (8OK6), and Hogtown Bayou (8WL9). Primarily interested in the spectacular mound and burial sites, Moore published detailed descriptions of his work in the Journal of the Academy of Natural Sciences of Philadelphia. He described mortuary practices and documented differences in pottery styles between the Mobile-Pensacola and Apalachee Bay regions (Willey 1949:24-25). W. H. Holmes (1903), one of the most significant archaeologists of his day, analyzed Moore's ceramic collections from Bear Point on Perdido Bay, as well as several site collections recovered along Choctawhatchee Bay. His work identified three major ceramic ware groups: the Mobile-Pensacola, the Apalachicola, and the Appalachian (Willey 1949:27). Holmes observed the similarities and differences among these wares, and noted that a decrease in the Mobile-Pensacola ware and an increase in the Apalachicola ware occurred between Choctawhatchee Bay and the Apalachicola River.

The next substantive archaeological work undertaken in the region was conducted by Gordon Willey (1949). In his monumental Archeology of the Florida Gulf Coast, Willey (1949) developed a prehistoric chronological framework and produced the first ceramic typologies for the Gulf Coast. Both are still applicable today.

With the advent of cultural resources management, responding to government and private sector needs to fulfill obligations under Sections 106 and 110 of the NHPA, a large number of projects have been undertaken in the project region within northwest Florida. UWF has been consistently active in both regulation-driven and academic research projects. Current UWF president, Judith Bense (1994), has published a comprehensive overview of the cultural history of northwest Florida based on the university's work as well as that of other researchers.

A sample of projects by UWF graduate students shows a wide range of study and resulted in theses, such as one on predictive modeling at the Presidio de Santa Raria de Galve (Chapman 1998; Harris 1999; Wilson 2000), lithic production trajectories and prehistoric settlement patterns, and architectural variation at the three Pensacola presidios (Green 2009). Phillips (1996, 1998) has conducted survey and extensive investigation of water-powered mills in the Pensacola/Escambia County area, including the documentation of what are essentially industrial towns. UWF also has a full-time maritime program that has surveyed the Pensacola waterfront, conducted work at Fort Pickens, and undertaken investigation at a number of wrecks.

Cultural resources contractors have been also been involved in a wide variety of work in the study area. PTA has been working in the region since 1982, and multi-year investigations at nearby Eglin AFB led to a detailed refinement of the culture sequence that is widely referenced by regional archaeologists (Thomas and Campbell 1993). Other projects have included investigations at Pensacola Naval Air Station (Mikell 1998) and monitoring at Fort Pickens during which they consulted with UWF staff (Aubuchon 2013). There are numerous records of surveys and other cultural investigations relevant to the northwest Florida region (e.g., Curren 1987; Mikell and Quinn 2004). The Pensacola and surrounding area has a long and rich cultural history, which continues to generate the need for archaeological and historic inquiry and will do so for the unforeseeable future.

Cultural Sequence

Prehistoric Sequence

Paleoindian: The earliest point cluster presented by Farr (2006:111) is the "Fluted Lanceolate Cluster." Among the points he includes in this cluster is Clovis, isolated examples of which have been found in the study area. Examples have been retrieved from shallow waters of area bays, but overall archaeological evidence of these early people is slim in this part of northwest Florida. Deeply buried deposits are possible, but there is also the issue of sea level. These early populations roamed a landmass considerably larger than present-day Florida. If the manufacturers of the classic fluted Paleoindian points were intensively exploiting the coastal zones of this region, evidence for the bulk of their presence may now lie offshore.

Late Paleoindian/Early Archaic-Middle Archaic: There has been a substantial advancement in understanding these populations through an increase in the discovery of intact components over the last decade. Most of these discoveries have been made as a result of mission-driven archaeological investigations on Eglin Air Force Base (AFB), which encompasses parts of Santa Rosa, Okaloosa, and Walton counties, located east of Escambia County.

The components have been recognized by Bolen Side-notched and Bolen Corner-notched points, which have been commonly found in the area. The suite of point types has expanded to include Dalton, Palmer, Kirk Corner-notched, Wacissa, Arredondo, Kirk Stemmed, and Hamilton, and a couple of less common types.

The chronological implications of the diagnostic points have been established in part by a compilation of radiocarbon dates made available on the Southeastern Archaeological Center (SEAC) website, although the ranges of these dates are, in some cases, broad and often overlapping. Morphological attributes have also been used as a basis for relative chronology (cf. Anderson and Sassaman 1996; Farr 2006; Faught and Waggoner 2012). Within the study area, the Late Paleoindian/Early Archaic sequence seems to start with Farr's (2006:111) "Dalton Cluster" (about 12,500 to 11,500 BP), and there is evidence of a relatively large and widespread occupation in the early part of the sequence. Less frequent, Suwannee/Simpson points are included in the cluster, with a suggested date coeval with Dalton, about 12,500 to 11,500 BP (Farr 2006:39, 42). Hardaway falls in Farr's (2006:111) "Transitional Side-notched Cluster," generally dating to 11,500 to 11,000 BP, but these points are relatively sparse.

Farr's (2006:107) "Early Notched Cluster" includes points with side and corner-notched bases, with a range from around 11,000 to 9,750 BP. Representative types include Bolen Side-notched, Bolen Corner-notched, Kirk Corner-notched, Palmer, and Wacissa. Farr (2006) believes Wacissa is transitional between notched and stemmed forms.

The "Archaic Stemmed Cluster" in Farr's (2006:111) sequencing includes a variety of points found in northwest Florida, including Kirk Stemmed, Kirk Serrated, Arredondo, Hamilton, and Sumter. Dating about 8,900 to 8,000 BP (Farr 2006), Kirk Stemmed/Serrated represents the early stemmed tradition. Sumter is less securely dated to between 9,500 and 5,700 BP. The other three are bifurcates, which may be dated to around 9,500 to 8,500 BP. The bifurcates (e.g., Hamilton) saddle the Early Archaic to Middle Archaic span depending which researcher is being cited.

There has been discussion of a hiatus or abandonment of the area in the Middle Archaic as a result of climate change. Thomas et al. (2008) report no dramatic decrease in the Archaic Stemmed Cluster to support a complete exit out of this part of northwest Florida. Instead, they suggest Middle Archaic populations may have responded to climatic shifts—and the effects on exploitable resources—by technological and settlement changes, some of which may not be well recognized in the archaeological record yet.

Late Archaic/Gulf Formational: The Late Archaic lithic industry is marked by points referred to as the Florida Archaic Stemmed type. This "type" encompasses points such as Marion, Putnam, and Levy. Examples of other Late Archaic types include Mud Creek, Baker's Creek, and the Destin point (Thomas and Campbell 1993).

During the Late Archaic, portions of the study area in northwest Florida were part of what is called the Elliotts Point Complex, a local manifestation of the Poverty Point Complex in the Lower Mississippi Valley (Lazarus, 1958; Webb 1982). Radiocarbon dates bracket Elliotts Point between about 2,500 BC and 600 BC (Campbell et al. 2004). Sometime after its initial appearance, the Elliotts Point complex fluoresced into its classic form, marked by a distinctive artifact inventory that includes well-formed baked clay objects (BCOs), known as Elliotts Point

objects (EPOs) for their similarity to Poverty Point objects, steatite vessels and ground stone, microliths, and exotic items indicative of participation in the Poverty Point trade network.

Sites tend to cluster in eco-zones where numerous exploitable resources are present (Webb 1982; Thomas and Campbell 1993). Additionally, there is evidence of accretional mounds, at least one of which (8WL90) may have been a redistribution center (Thomas and Campbell 1993; Campbell et al. 2004). Investigations in the area around that mound site have found evidence of specialized workshops 8WL92 (e.g., production of drills). The separation of the lithic workshop from the mound is reminiscent of the community patterning at Poverty Point (Thomas and Campbell 1991, 1993).

The issue of when fiber-tempered pottery (Norwood type) entered the Late Archaic culture is noteworthy as it has been the subject of discussion among researchers as to when it arrived in assemblages, how important it was, and why the quantities are overall quite low as noted by Campbell et al. (2004). It is clear from radiocarbon dates that steatite vessels were in the study area well before fiber-tempered pottery. 8WL1005, located in the Alaqua drainage, attests to that observation. While the bowls themselves were made on non-locally available resources, they were cached at the site, an indication that someone intended to return to that location, possibly as a collection camp, at a later time.

Campbell et al. (2004) suggest fiber-tempered pottery may have been a late addition to the assemblage. If fiber-tempered pottery was a late arrival into this area, it would support Sassaman's (1993) posture on the slow and erratic movement of pottery after its introduction on the Atlantic Coast. He believes that part of the reason for the delayed appearance of pottery west along the Gulf Coast lies in the control of trade networks. Essentially, the people who controlled the Late Archaic trade networks probably enjoyed prestige and power, and were likely also influential in shaping the direction and pace of technological change in a given region. Extremely important in that network was the trade of steatite for use as containers. Pottery vessels presented a direct threat to the value of steatite. Thus, the powerful Poverty Point trade network, viewed by some as the perfect conduit for the diffusion of pottery, may have instead worked to stall its spread and acceptance across the Southeast.

Deptford: Around 600 BC Deptford populations settled in local villages in coastal areas, practicing a subsistence strategy that included shellfish collection, collection of plant resources, hunting, and fishing. They produced coiled ceramics tempered with sand and sand/grit, and decorated by stamping. Among the types are Deptford Bold Check Stamped, Deptford Linear Stamped, and Deptford Simple Stamped (Bense 1994).

Deptford settlement was characterized by large villages that were probably occupied year round. In addition to the central base villages, numerous small Deptford artifact scatters and shell middens are found throughout the region. Many of these probably represent camps that were visited by village occupants for the purpose of resource exploitation.

Ample evidence of subsistence exists, with middens indicating the Deptford people were engaged in the harvesting of shellfish. Oyster predominates, but rangia, quahog, stromb, and whelk represent minor occurrences along with incidental amounts of Pecten, moon snail, and Fasciolaria. However, it is unlikely that shellfish accounted for a major part of the diet. Floral remains suggest gathering was also a subsistence pursuit, while faunal remains from Deptford sites reveal that the occupants were actively hunting and fishing as well. DeFrance's (1985) analysis of fish remains from Pirates Bay (8OK183) identified blue runner, Jack Crevalle, sheepshead, striped mullet, southern flounder, marine catfish, black drum, red drum, speckled trout, white trout, bluefish, and some evidence of barracuda, sea bass, and shark. Other faunal remains represented in the Deptford middens include white-tail deer, gray squirrel, rabbit, opossum, rodents, striped skunk, muskrat, and black bear. Migratory fowl and reptiles have also been recovered.

The Deptford culture in the study area overall appears quite different from that found to the east. The absence of mounds in the study area is one difference and the apparent non-participation in the Yent ceremonial complex is another. Instead, it appears that the Deptford people here disposed of their dead in graves within or adjacent to their villages (Thomas and Campbell 1993).

Deptford culture seems to have endured over a long period of time, reflecting a population that was conservative and slow to change. Change did come around 50 BC when influence from Marksville to the west and Swift Creek to the east becomes evident. These changes are manifested as the Okaloosa phase, defined by Thomas and Campbell (1985) on the basis of their work at the Pirates' Bay site on Santa Rosa Sound in Okaloosa County, Florida, and confirmed by University of West Florida excavations at the Hawkshaw site (8ES1287) in Pensacola, Florida (Bense 1985, 1994). Similar sites have been found within the area from Escambia through Walton counties (Thomas and Campbell 1993; Bense 1994).

Radiocarbon dates bracket the Late Deptford Okaloosa phase between about 50 BC and AD 150 (Bense 1985, 1994; Thomas and Campbell 1985). The artifact inventory was characterized by a continuation of Deptford pottery, the presence of classic Santa Rosa series sherds, some Marksville remains, and crude, incipient Swift Creek styles. It was a time of renewed or increased influence from the west and, with the introduction of the Swift Creek styles from the east, the Okaloosa phase potters were actively engaged in ceramic experimentation. The lithic assemblage is distinguished by the presence of small, backed white quartz pebbles that appear to have been specialized tools. These items appear in Santa Rosa/Swift Creek assemblages as well.

Santa Rosa/Swift Creek: Radiocarbon dates from Santa Rosa/Swift Creek sites in the Pensacola (Phillips 1992) and Choctawhatchee (Thomas and Campbell 1993) neighboring bay systems indicate a 300-year cultural span, in the former it extended from about AD 350 to 650 and in the latter, it extended from around AD 150 to 450. Bense (1992) observes a similar temporal disparity between the dates of the preceding Late Deptford culture in these bay systems: 50 BC to AD 150 around Choctawhatchee Bay (Thomas and Campbell 1984), but the

culturally similar Hawkshaw phase in the Pensacola Bay area has been dated to AD 260 (Bense 1985). Bense (1992) attributes this to diffusion lag in pottery styles. She is quick to point out, however, that understanding the dynamics of these cultures between two bay systems in such close proximity requires a better sample of radiocarbon dates from solid contexts.

Some variation within Santa Rosa/Swift Creek has been suggested in assemblages examined by Thomas and Campbell (1993). At 8WL58, they reported high percentages of plainwares, with the best represented decorated types being Swift Creek Complicated Stamped, Basin Bayou Incised, Franklin Brushed, and Santa Rosa Punctated. Other complicated stamped types were only minor occurrences and check stamping was rare to absent. Franklin Plain rims displayed a wide range of treatment from undulating rims to classic piecrust styles and lip treatment included incising, punctuating, and notching.

The assemblage of later Santa Rosa/Swift Creek sites (e.g., 8WL36) was described as strikingly consistent, being marked by a variety of Swift Creek Complicated Stamped designs. Other types in the later assemblage included St. Andrews Complicated Stamped, West Florida Cord Marked, Crooked River Complicated Stamped (in minor quantities), Alligator Bayou Stamped, Santa Rosa Stamped, Basin Bayou Incised, occasional Gulf Check stamped, and Franklin Plain. Noticeably infrequent was the type New River Complicated Stamped, a presumably early marker of Santa Rosa/Swift Creek and one that was found in association with the Okaloosa phase of Late Deptford (Thomas and Campbell 1985; Bense 1985).

A distinctive pottery type not found in earlier components exhibited a bold check stamp and raised dot in the center of the check stamp, similar to Sun City Complicated Stamped. Found in Walton County at 8WL36, it was named for the type site, Horseshoe Bayou Complicated Stamped to distinguish it as part of the northwest Florida Late Santa Rosa/Swift Creek assemblage. Penton (1970) described finding 10 sherds with similar raised dots at the Bird Hammock site in Wakulla County and observed that similar sherds were found at the Refuge Tower site in the St. Marks National Wildlife Refuge. Additionally, Sears (1963) reported a single sherd of this type from the Tucker site in Franklin County. The Horseshoe Bayou Complicated Stamped sherds seem to be part of the overall complicated stamping tradition that dominates the latter part of the Santa Rosa/Swift Creek cultural era.

There was diversity in raw material of chipped stone points which were usually made on Tallahatta quartzite, and less frequently, non-local gray or rose chert. Morphologically, some of the points are similar to the Columbia type, although Phelps (1966, 1969) refers to them as Swift Creek points. Bradford points are also found in these contexts. There was a unifacial industry on Two Egg chert and the opaque citrus section industry evident in Deptford continued, but to a lesser degree. Bone tool production was also important, more so it seems in later assemblages.

Researchers have observed several patterns in the distribution of Santa Rosa/Swift Creek sites, with an emphasis on coastal settings (Thomas and Campbell 1993; Bense 1992). Despite intensive survey of interior locations in this part of northwest Florida, very little evidence of Middle Woodland activity has been identified (Thomas and Campbell 1993; Bense 1983). Bense

(1992) states that these results "support the theory the Indian population during these periods was concentrated on the coastal strip, and the interior was essentially vacant and used only for special-purpose, short-term activities."

The second pattern observed is in site configuration, with three types of characteristic midden arrangements: ring middens, linear middens, and small midden dumps. Ring middens are large, with well-formed rings a meter or higher, and clean central plazas. These take the form of a complete ring or are horseshoe-shaped. Testing at these sites has generally shown the interior plaza to be sterile or nearly so (Thomas and Campbell 1993; Bense 1992).

The third pattern observed in Santa Rosa/Swift Creek sites is site class, to which Bense (1992) references the three identified by Phelps (1969) and Penton (1974): multi-mound centers, middens with mounds, and middens without mounds. No multi-mound centers have been identified in northwest Florida or even close to the region. However, there is evidence of mounds with midden. Large and small midden sites are found in quantity throughout the coastal zone of northwest Florida, and there is strong evidence of clustering in the spatial distributions (Bense 1992; Thomas and Campbell 1993). These sites display the assemblage traits noted above, with some temporal variation as noted.

Bense (1992) cites six Santa Rosa/Swift Creek burial mounds in northwest Florida, and reliable information on contents is available on four. Cremations have been identified as well as multiple skull burials, with interments sometimes covered with shell. Most of the offerings were ceramic vessels, some deliberately placed as ceremonial caches.

Subsistence studies (Thomas and Campbell 1990, 1993; Phelps 1969) indicate the shell middens are made up of either oyster or rangia, which differ in their salt tolerance. In areas with low salinity, rangia (marsh clams) dominate the middens, whereas oysters compose the major shellfish in more saline areas. Other shellfish regularly exploited were mercenaria, lightning whelk, coquina, scallop, and conch. While shellfish remains dominate the bulk of the shell middens, fish contributed more heavily to the diet, with the same variety of types as those discussed previously for Deptford. Deer, reptile, and bird remains also indicate the importance of hunting.

Santa Rosa/Swift Creek ceremonialism is manifested in the area by the mounds noted above. Additionally, there is the recovery of certain artifacts often associated with ritual practices, pipes being one example, and even the ring midden configuration may imply ritualistic activity (cf. Bense 1992; Russo et al. 2009). One case in point are burials in the plaza of the Bernath site (8SR986) in Santa Rosa County that led Bense (1992) to suggest that ring middens may have been sociopolitical centers. The plazas of these middens were hypothesized to have served the social and burial needs of resident leaders. However, not all such interiors of ring middens have yielded burials and most, as noted, are devoid of much in the way of material goods. It may be that ceremonialism declined toward the end of Santa Rosa/Swift Creek, possibly as a result of waning influence from Marksville and Hopewell cultures that ushered in the Santa Rosa pottery styles early on. If so, late Santa Rosa/Swift Creek populations in this

region may have altered belief systems, burial traditions, manifestations of ceremonial behavior and/or other aspects of their cultural religiosity.

Weeden Island: Remains of Weeden Island occupations are literally broadcast over this part of northwest Florida. Although coastal settlement continued, the interior patterns of distribution reflect a sharp change in land use from that evidenced by the occurrence of Deptford or Santa Rosa/Swift Creek sites.

Although this is a well-studied era in prehistory, gaps in issues remain. The issue of chronology is a case in point. In the late 1930s, Willey and Woodbury defined two phases of Weeden Island, distinguished from one another on the basis of relative frequencies of complicated stamped versus check stamped ceramics. Willey (1949) later expanded his definition, characterizing Weeden Island I as a culture that continued to produce Swift Creek Complicated Stamped wares in addition to Weeden Island ceramics. Weeden Island II was characterized by a preponderance of Wakulla Check stamped pottery and plain wares and the disappearance of complicated stamped types (Willey 1949:396-397).

His definition basically held sway over archaeological interpretations for the next 25 years. In the 1970s, Percy and Brose (1974) defined five phases of Weeden Island for midden sites in the Apalachicola region. As outlined by Percy and Brose (1974:6), Weeden Island 1 is characterized by a few Weeden Island series incised and punctated types, such as Carrabelle Incised, Carrabelle Punctated, Keith Incised, and Weeden Island Incised, and a predominance of late variety Swift Creek Complicated Stamped. In Weeden Island 2 there is greater variety of Weeden Island types. Weeden Island 3 sees the introduction of Wakulla Check stamped and a slight decline in the importance of complicated stamped wares. In Weeden Island 4, complicated stamping disappears altogether, and Weeden Island 5 is characterized by a dominance of check stamping, a limited quantity of incised and punctated types, and a minor occurrence of corncob-impressed pottery.

Thomas and Campbell (1993) suggest that while Willey's (1949) scheme may have been too broad, Percy and Brose's (1974) phase sequence for midden sites may have been too narrow. White (1981:645) had earlier pointed out the difficulty in many cases in distinguishing between occupations dating to Weeden Island 1, 2, 3, 4, or 5 using the markers designated by Percy and Brose (1974). Using radiocarbon dates in combination with ceramic assemblage traits, New World Research (NWR) (Thomas and Campbell 1993) proposed alterations to the sequence. They examined the applicability of the sequences of Willey (1949), Percy and Brose (1974), and NWR's three-part sequence developed for the St. Andrew Bay region (Mikell et al. 1989). Again, it was based on the relative frequencies of certain ceramic types. Their analyses produced findings contradictory to traditional thoughts on the appearance of certain pottery traits. A main concern was whether ceramic type *frequencies* might have had less to do with temporal variation in emergent Weeden Island populations and more with form and function. If the form and function may have been more important than previously believed, it would cast doubt on the *a priori* assumption that sites dominated by Wakulla Check Stamped sherds were *per force* late.

On the issue of form and function over chronology, Fewkes (1924) was the first to notice that certain decorated pottery types were present in burial mounds, while village contexts were dominated by plain wares. Sears (1963) called the differential occurrence of pottery the sacred-secular dichotomy. The dichotomy was based on the belief that elite pottery, presumed to be more difficult and time-consuming to manufacture than plain wares or paddle-stamped ceramics, was produced by craftsmen. Examples of elite wares include finely incised, punctated, and painted decorations, along with applied effigies and other elaborate treatments.

The differential distribution of the elite versus utilitarian pottery at Weeden Island sites was taken to reflect variation in occupation by individuals of a higher social status versus the common folk. Russo et al.'s (2009) investigations at Weeden Island sites in Bay County, Florida, have examined the distribution of incised and punctated types to Wakulla Check Stamped, reviving the tripartite distribution of pottery recognized at the inland Weeden Island McKeithen site (Kohler 1978; Milanich et al. 1984; Cordell 1984). Russo et al. (2009) examined the distribution of Weeden Island ceramics at the Hare Hammock group, which included a Weeden Island mound (8BY30) and village ring midden (8BY1347). They discovered that plain wares and utilitarian decorated types were rather well distributed in the ring midden, concluding that either the reliability of using elite versus utilitarian wares is not strong in ring middens or the occupation at that mound and village was relatively egalitarian, although not ruling out the fact that ceramic types may still be better indicators of function than time.

Attribute analysis of ceramics, taking into consideration a sacred-secular dichotomy and what ceramic types in the study region constitute possible "elite" wares versus "utilitarian" wares is to be embraced if a clear understanding of not only Weeden Island chronology, but settlement patterns and dynamics are to be understood. For example, there are Weeden Island sites around steepheads along the margins of divides well in the interior of the region that have assemblages characterized by high quality incised and punctated types, but there appears to be no apparent ritual or function associated with these sites that could explain the presence of such high quality wares more consistent with mounds and villages near mound locations (Campbell et al. 2010).

The issue of ceramic function versus temporal implications will be ultimately sorted out by studies of assemblages from such sites as discussed above as well as comparison of the traits with absolute dates. A number of dates have been obtained, but their implication in terms of cultural variation over time hinges on the analysis of suitable-sized collections. That said, based on the dates alone, Weeden Island populations were in the area for a very long time, with dates as early as AD 15 to 395 to as late as AD 1,085 to 1,315, although the very latest may represent a continuation of Weeden Island pottery into Mississippian assemblages (Thomas et al. 1995).

The types of sites represented by Weeden Island remains in the region include mounds, villages, hamlets, and camps. From the evidence accumulated to date, no marked change in community patterning appears through the period of Weeden Island occupation except for an increase in the number of sites. Villages are both large and small shell middens much like those described by Milanich and Fairbanks (1980). Several configurations characterize Weeden Island

village middens, which have been confidently identified only in coastal settings in the study area. In many cases, the sites contain linear deposits that actually represent a number of small, overlapping, circular shell heaps. Other villages are marked by horseshoe-shaped shell midden, which is a characteristic of Weeden Island as well as Santa Rosa/Swift Creek community patterning (Milanich and Fairbanks 1980). Weeden Island villages on the interior appear to have been smaller, certainly not like the deep middens found in the Apalachicola-Chattahoochee-Flint river area described by Milanich and Fairbanks (1980). However, Weeden Island village sites on the interior are often strung out in semicircular fashion around springheads, a trend suggested by Milanich and Fairbanks (1980) as distinctive of the culture.

Weeden Island subsistence was broad-based, reflecting fishing, shellfish collection, and gathering (Thomas and Campbell 1993). Fish remains indicate these Late Woodland populations were taking full advantage of the bay, sound, and gulf. Represented in the collections are boney fish, herring, saltwater catfish, sea catfish, jack, porgies, sheepshead, mullet, flounder, bowfin, drum, and gar. Shell middens indicate a preference for oysters, although conch, rangia and other species may be minor constituents. Vertebrate faunal remains in Weeden Island collections include white-tail deer, unidentified mammal, unidentified avian, freshwater turtle, and pond/cooter turtle. Acorns and hickory nuts were actively collected as were various plant species, such as yaupon, wild grape, edible palmetto shoots, and gallberry, which attract bees. Today, gallberry honey is prized for its rich taste and resistance to granulation (i.e. it keeps well) and palmetto honey is considered a gourmet product. At the present time, there is no evidence of agriculture by Weeden Island groups in this region.

Ceremonialism is represented by the ritual mound burial tradition, which reached its peak in the area during Weeden Island times. Milanich and Fairbanks (1980) observe that it is only in northwest and north Florida that patterned burial mounds with east-side deposits are observed.

Fort Walton/Pensacola: This region, like much of the northern Gulf Coast, witnessed a replacement of Late Woodland culture (Weeden Island) by the Fort Walton and Pensacola Mississippian culture variants no later than AD 1,200 and probably somewhat earlier. As Tesar (1980), Brose and Percy (1978), and others have pointed out, a general Weeden Island sand-tempered ceramic tradition appears to metamorphose into Fort Walton in both the Choctawhatchee and St. Andrew Bay areas without much evidence of an evolutionary transition. While this is probably not entirely true and does not argue for instantaneous Mississippianization or invasion, there is no clear evidence to characterize the period of 200 to 300 years of late Weeden Island to Fort Walton transition. Knight (1984) points out that the transition lacks clarity for the Pensacola variant as well. If a terminal Weeden Island phase can be recognized, the transition may be better explained.

The late prehistoric culture of northwest Florida had at least two regional expressions: Fort Walton and Pensacola. Fort Walton and Pensacola share traits with each other as well as with other Southeastern Mississippian groups. Willey (1949) defines the Fort Walton culture and appends the Pensacola ceramic series to it. However, investigations have demonstrated that Fort Walton and Pensacola are distinctive expressions, or variants, of a more generalized

Southern Mississippian cultural development. Artifact assemblages, mound and community settlement system patterns, and behavioral norms inferred from the archaeological data "leave no doubt that they were Mississippian peoples with social and political systems that were more complex than those that had previously evolved in northwest Florida" (Milanich and Fairbanks 1980:193).

In terms of ceramics, Fort Walton is generally characterized by distinctively incised and punctated as well as plain grit- and/or sand-tempered pottery found in both coastal and inland riverine sites (Willey 1949:452-488). The Pensacola variant (Fuller and Stowe 1982; Fuller 1985; Stowe 1985) is distinguished from Fort Walton by its shell-tempered decorated and plain ceramics (Willey 1949) that dominate assemblages with minor sand-tempered components (Fuller and Stowe 1982).

Major villages were likely occupied year-round by at least limited populations, while the smaller hunting, gathering, and horticultural loci were occupied seasonally by only small groups. If horticulture was an economic concern, it may have occurred only at small, scattered sites where arable soils were present (Larson 1980:206-219) or it may have occurred at both small sites and near villages, as well.

Smaller Mississippian coastal sites were less intensively utilized and non-nucleated. These could represent dispersed households and resource exploitation or special function sites (camps). Examples of probable coastal hamlets have been found at a number of sites and there are others in the interior that may be the remains of hamlets. Camps may be related to population fissioning and dispersal on a seasonal or periodic basis. As with Curren's (1976) and Larson's (1980) models for late prehistoric coastal subsistence adaptations, the settlement system implies that there was a scheduled population movement both between villages and smaller sites and likely between villages themselves. These population movements must have been scheduled to take advantage of optimal exploitation conditions.

Although there were fewer mounds than in Weeden Island times, there is clear evidence of ceremonialism in regional Mississippi culture. To the immediate west of Pensacola, 8OK6 was an impressive site, hosting a large platform mound that measures 12 ft in height, 223 ft by 220 ft at the base, and 90 ft by 150 ft at the summit (FMSF n.d.). Over 80 burials are reported to have been interred in that mound, which is presumed to have been a center of political control in the area. In addition to the mounds, there are cemeteries dating to this time period, often near mounds.

The Hickory Ridge site (ES1280) is located west of Pensacola on a large peninsula formed by the Perdido and Pensacola bays. It is a 15th century Mississippian ceremonial cemetery with a Mississippian village site (8ES1052) and lies 50 m to the west. No midden deposits or other indications of long-term occupation were encountered. Phase II testing revealed three burials and indicated that the cemetery has not been significantly disturbed (Phillips 1989). Intact or nearly intact vessels were positioned within a few centimeters of the present land surface.

The mortuary furniture associated with the Hickory Ridge burials strongly suggests that these were high status individuals, at least in a local sense. A number of the grave offerings are exotic in origin. The raw material source for the celts (chlorite schist), for example, is found in the Carolina Piedmont. Novaculite comes from Arkansas, whereas the red and gray chert point found with Burial One appears to be either Tuscaloosa gravel or Citronelle gravel from the interior Gulf Coastal Plain. The ceremonial nature of some of the grave offerings also indicates high status. The raptorial bird motif, the celts, and the whelk columellae appear at Mississippian ceremonial centers throughout the Southeast (for example, Moundville, Lake Jackson, and Etowah). Milanich (1994:374-375) notes that these symbols were restricted to the elite. In contrast, lower status Mississippian burials often have little or no mortuary furniture. Given the size and isolation of the cemetery, the small number of individuals interred within it, and the exotic and symbolic nature of the grave offerings, Hickory Ridge may have been the burial place for the local elite.

Similar Mississippian burial practices have been reported elsewhere in northwest Florida. For example, Moore (1901, 1918) noted the occurrence of secondary burials, ceremonially killed vessels, and dense concentrations of sherds on several Mississippian cemetery sites in northwest Florida.

Historic Period

Indigenous People & European Contact: At the time of contact with Europeans, the Fort Walton/Pensacola culture was flourishing in the areas around East and Choctawhatchee bays. The mixing of Fort Walton and Pensacola series pottery in Mississippian contexts may be interpreted as a result of the region having been a borderland zone which was utilized by two contemporaneous tribes or, alternatively, the territory of a single chiefdom which utilized the pottery styles and probably other cultural traits of two neighboring cultures.

Hann (1988) suggests that the Pensacola and the Chatot may have both inhabited the Eglin AFB area, located east of the project area, in the sixteenth and seventeenth centuries. Milanich and Fairbanks (1980) observe the following on the lineage of these two tribes.

> There is no doubt that the Apalachee Indians encountered by the Narvaez and de Soto expeditions in Northwest Florida during the second quarter of the sixteenth century correspond to the late Fort Walton archaeological culture.... European materials have been found at a number of Fort Walton sites.... Spanish colonial-period items have also been found at Pensacola sites. The Pensacola archaeological culture was represented in the historic period by various tribes.... These probably included the Chatot and the Pensacola tribes. Differences in the Fort Walton and Pensacola archaeological complexes thus seem to reflect the same ethnic differences as those present in the historic period [Milanich and Fairbanks 1980:194].

In addition to the Pensacola and the Chatot, other tribes that are historically documented as having been in the western Panhandle include the Sawokli, the Mobile and the Yuchi or Chisca. The Creeks or Seminoles are documented to have been in the project area at the end of the eighteenth century.

As Milanich and Fairbanks (1980) observed, the Pensacola apparently first came into contact with Europeans as a result of the Narvaez expedition of 1528, though it is possible that either sightings or contact with them occurred during the 1519 Garay/Pineda mapping expedition (McGovern 1974). Responsible for charting the northern Gulf Coast, the Garay/Pineda expedition assigned the name "Ochuse" to either Pensacola or Mobile Bay (Tebeau 1971), a reference used later during the 1540 de Soto/Maldonado forays. The surviving accounts of the Garay/Pineda expedition are sketchy and it remains unclear today as to whether or not they actually went ashore anywhere along the northwest Florida Coast (McGovern 1974).

The first firm evidence of contact comes from accounts of the 1528 Narvaez expedition. In that year, members of the ill-fated group contacted natives "either on or near the [Pensacola] Bay" (Swanton 1946:38). The contact with the unidentified group, now thought to have been the Pensacolas, was initially friendly, but within a short period hostilities broke out, a pattern which seems to typify European and native American contact.

The Nunez Cabeza de Vaca narrative (Bandelier 1904; Hodge and Lewis 1907) is the only surviving account of the encounter. Although sketchy, the narrative mentions that the natives lived in "mathouses," and were dressed in "civet-ermine skins" (probably muskrat) (Swanton 1946:38). The account also mentioned that the group used canoes and had clay pitchers (of unspecified types). Interestingly though, there is no mention of bows and arrows (Tesar 1973:14).

Documentation from the de Soto expedition is also sketchy. By the late summer of 1540, the de Soto expedition had struggled its way into the northern Florida peninsula. De Soto, concerned over the impact of the approaching winter, endeavoring to solidify supply points, and aiming toward the identification of a potential outpost and port location, "...commanded the cavalier Diego Maldonado...to go to the Bay of Aute [Apalachee Bay], where he was to take the two brigantines left by the Comptroller Juan de Anasco" (Varner and Varner 1962:247).

During this scouting and mapping expedition Maldonado relocated Pensacola Bay about which the following account may refer.

> Among other things he found a magnificent harbor called Achusi, which was sheltered from all winds, was capable of receiving many ships, and had such good depth even up to its shore that he was able to bring his ship close to land and disembark with casting open the hatch.... The Captain brought with him from this voyage two Indians who were natives of that same port and province of Achusi [Varner and Varner 1962:247-248].

Little data concerning the natives at Pensacola is offered in the de la Vega account, with the exception of noting that "...the Indians had received him peacefully...[and that] they went in groups of three or four to the brigantines...carrying to them [the Spanish] whatever they requested" (Varner and Varner 1962:248). Two facts concerning the de Soto and Maldonado contacts are of interest to the discussion of the Pensacola and the type of contacts that the group was experiencing with the Spanish. First, following the battle at Mauvilla, de la Vega indicated that de Soto was pleased to hear from the survivors that the distance between Mauvilla and Pensacola was only about 30 leagues (about 78 miles/125 kilometers) according to recounts by Varner and Varner (1962:384-385). De Soto's plans for the outposts at Achusi (q.v. Pensacola), while never coming to fruition, seem to imply that he felt the population in the Achusi province was sufficiently large to warrant a missionary effort, and that the surrounding territory was productive enough to supply the needs of an active port.

The second point of interest concerns the possible degree of contact between the Spanish and the Pensacola during the years of the de Soto expedition. De la Vega's summation of the activities of Maldonado and Gomez Arias from the fall of 1540 through 1542 suggests that repeated visits were made to the Pensacola area. Following Maldonado's mapping expedition, de Soto dispatched Maldonado and Arias to Havana to secure additional ships and supplies. They were to rendezvous with de Soto at Achusi in the winter of 1540, and the supplies were to include items of support for the projected colonies.

By late fall, 1540, the intrepid captains had "...purchased three ships and loaded them with food, arms and ammunition, and in addition with calves, goats, ponies, mares, sheep, wheat, barley and garden stuff" (Varner and Varner 1962:632). Maldonado and Arias returned to Achusi, where they waited for at least a month; de Soto, of course, never appeared. After scouting the coastlines in both directions, they departed to Havana, but in the summers of 1541 and 1542 they again returned. Apparently, during the latter visit, at least Maldonado spent some time at Achusi (Swanton 1946; Varner and Varner 1962).

From the available documentation, a minimum of three important contacts were made between the Pensacola and members of the de Soto expedition: 1) the late summer/early fall 1540 Maldonado contact during the coastal mapping and scouting reconnaissance; 2) the winter 1540 Maldonado/Arias contact; and 3) the summer 1542 Maldonado contact. Additionally, at least one of the Achusi (Curaca), who is identified by de la Vega as "a lord of vassals" (Varner and Varner 1962:248) had extended contact with de Soto's group, serving them for some eight months in 1540.

Between 1680 and the founding of the first Pensacola Bay colony, at least 11 Spanish expeditions skirted the Gulf Coast between St. Marks (a Spanish settlement at the mouth of the Wakulla River) and Pensacola Bay. During a 1686 Spanish expedition from Mexico, the Pensacola complained to the Spanish of hardships from wars with the Mobile (Hann 1988:80). Also, the Pensacola described their territory as extending to the Apalachicola River (Hann 1988:80). This claim is probably exaggerated, however, since that would mean the Pensacola controlled land that included Chacato or Chatot territory.

The abortive de Luna colonizing effort on western Santa Rosa Island, between 1559 and 1561, apparently left little lasting trace, although a lingering memory of the colony in the form of a single structure is illustrated on the 1616 Tatton map entitled "Noua et rece Terraum et regnorum Californiae." This map is also noteworthy in that for the first time, the barrier islands are clearly presented, though their size and configuration are significantly different from reality.

On May 15, 1693, Dr. Carlos de Siguenza y Gongora submitted an initial evaluation of Pensacola Bay and its surrounding area to the Viceroy of New Spain, Conde de Galve. The Spanish government was preparing to re-establish a colony at the Bay. Fearful of French expansion, the Spanish founded the presidio of Santa Maria de Galve and Fort San Carlos de Austria on Pensacola Bay in 1698, commencing the first Spanish Period. The French attacked and burned Santa Maria de Galve in 1719. The Spanish and French continued to struggle over the presidio until 1722 when, in a treaty between the two nations, France restored northwest Florida to the Spanish (Parks 1986). Investigations by UWF (Bense and Wilson 1999) at Pensacola Naval Air Station isolated and spatially defined the First and Second Spanish Period occupations as well as the British occupations, and a Historic Indian component temporally associated with the First Spanish Period. Their excavations also identified the stockade walls of Fort San Carlos de Austria as well as structures and features.

After the 1722 treaty was signed, the Spanish resettled on Santa Rosa Island, naming the new fort, "Santa Rosa Punta de Siquenza" (8ES22). The colony (8ES22) on Santa Rosa Island struggled for existence from its founding until 1752. While neither the Island nor the mainland was considered productive agriculturally, there is evidence which suggests that the colonists were engaged in timbering, brick making, and naval stores production. In 1743, Dom Serres, working for the Havana Company, visited the colony in order to obtain "timber, pitch and turpentine" (Manucy 1939:26). The Santa Rosa colony was destroyed by a hurricane in 1752 and no attempt was made to re-establish it at that location.

In 1757, the Spanish once again attempted to establish a colony at Pensacola Bay. The new effort was named Panzacola, with the settlement established near present-day Seville Square. However, it was to be short-lived. In 1763, Great Britain, under the terms of the Treaty of Paris which concluded the Seven Years War, assumed control of the settlement.

During the first period of Spanish control of Florida, which spanned more than two centuries, the only established towns were Pensacola and St. Augustine, plus some scattered missions. Most of West Florida was still occupied by the indigenous peoples, while the European population was largely restricted to within a few miles of Spanish enclaves. The British attributed the failure of Spanish attempts to colonize Florida to the "lazy Latin character" (Rea 1974:57-58). Laziness had nothing to do with the failed attempts, which were impeded by a combination of factors, including tropical storm activity, low soil fertility, few mineral resources, hostilities from the British Colonies and their Indian allies, and a lack of support from Spain.

The situation changed with the arrival of the British, who did not experience the same hostilities, thereby eliminating at least one impediment to settlement. The British also arrived with a spirited outlook. Viewing themselves as more industrious and entrepreneurial than other European nations, the leaders were enthusiastic about the potential. Pensacola was the capital of West Florida and the British converted the small Spanish settlement into a heavily fortified military establishment, busy port city, and center of commerce (Parks 1986). Land was granted to freemen colonists, a West Florida Assembly was elected, a Board of Trade initiated, a plan for a new town of Pensacola was drawn up, and the new Governor of West Florida, George Johnstone, advertised the virtues of West Florida in Georgia newspapers in the hopes of attracting new colonists (McGovern 1974:83-85).

Despite the good press given the new colony, settlement outside Pensacola grew at a much slower rate than Britain's other dominions. They faced the same problem with low soil fertility, prohibitions against trade with the Spanish and French, and their Indian allies, the Creeks, were reluctant to cede lands for European settlement, agreeing initially to cede only lands within 15 miles around Pensacola (Johnson 1942:42). Settlement outside the immediate area of Escambia Bay was more widely scattered.

Maps drawn by George Gauld in 1768 and David Taitt in 1771 depict a number of huts and small temporary Indian camps along the road leading from Pensacola to the villages of the Upper Creek Nation near Montgomery, Alabama, and the confluence of the Coosa and Tallapoosa rivers. Outside Pensacola, the British operated at least three water-powered sawmills. Gauld's 1768 map of the Pensacola area shows Tate's Sawmill on Elevenmile Creek near Perdido Bay. Snider and Palmer (1994:549) note the "Old English Sawmill" north of Pensacola on a tributary of the Escambia River. The Colonial Office Records document the James Bruce sawmill that is probably located on Carpenter's Creek (Phillips 1996, 1998). Timber, indigo, deerskins, cattle, corn, tallow, bear's oil, rice, tobacco, salted fish, pecans, sassafras, and oranges were exported during this period (Howard 1940:127). The archaeological remains of the Fort of Pensacola and interior buildings, private residences outside the fort, and the nearby Fort George redoubt, have been documented in several investigations (Baker 1975; Bense 1989).

By the late 1770s the English and Spanish were again at war. Spanish forces under Bernardo de Galvez, attempting to destroy British influence on the northern Gulf Coast, ousted the English from Pensacola in 1781 following the Siege of Pensacola (Coker and Coker 1981). This battle, fought in the North Hill area, was archaeologically documented by Baker (1975). The Spanish regained control of northwest Florida, and established Fort San Carlos de Barrancas on the mainland at the mouth of Pensacola Bay to protect the harbor.

During the Second Spanish Period from 1781 to 1821, the local population continued to grow. The colonial settlements in the Second Spanish Period were concentrated near the mouth of Pensacola Bay on the peninsulas, islands, and mainland.

Indian trade grew in commercial importance, more brickyards were established, and cattle ranching thrived. The vast longleaf pine forests of northwest Florida became even more important economically, and northwest Florida's considerable topographic relief and many spring-fed, perennial drainages provided countless water-powered mill seats for the lumber industry. This period also witnessed an upsurge in sawmills as timber grew in importance as a natural resource. A sawmill was constructed in 1798 by Milan de la Carrera near the Escambia River (American State Papers 1859:173) and a second nearby a little later (Snider and Palmer 1994:549). UWF has studied many such mills, including one (8ES1965) on Clear Creek and the second (8ES982) located to the north on Spanish Mill Creek (Phillips 1993).

The market for deerskins was also on the upswing during the Second Spanish Period, spurred in large measure by the Industrial Revolution in England, which created a demand for leather. The chief commercial enterprise for deerskin and other commercial items was the Panton-Leslie trading company, which was headquartered in Pensacola. Eventually, the company dominated the Indian trade in the area. As Pensacola became the center of a thriving trade operation, Panton-Leslie netted significant profits from deerskins and eventually gained them vast Indian lands (Brown 1959:328-336).

The American Period & Statehood: The waning years of the Spanish colonial administration in West Florida were fraught with conflict. Though Spain retained control of West Florida east of the Perdido River until 1821, twice in the 10 years prior to that date Andrew Jackson occupied Pensacola, first in 1814 and then in 1817. While the route of his 1814 campaign has been attributed to the route of the so-called Military Road, which crosses Eglin AFB, documentation indicates that his troops skirted to the north of the Yellow River (McGovern 1974), approaching Pensacola from the northeast rather than the southeast.

After a number of skirmishes and invasions of Pensacola by General Andrew Jackson, the Spanish finally withdrew, ceding Florida to the United States by a treaty in 1819 that was signed by King Ferdinand of Spain in 1820, and it became a state in 1821, with Pensacola as the temporary capital (McGovern 1974). Growth was slow overall, but Pensacola's economic condition improved in the 1820s when a U.S. Navy Yard was established southwest of the city. The city was plagued with other problems, such as yellow fever epidemics and government neglect. However, there were opportunities for economic growth in the forest and surrounding waters. Numerous brickyards were established in the vicinity of Pensacola and along the larger rivers. These enterprises provided bricks for the federal forts under construction near the mouth of the harbor (e.g., Fort Pickens in 1834, Barrancas in 1844).

The local impact of the War was primarily economic; Union blockades at Pensacola and the disruption of transportation to more northerly markets in Alabama and Georgia devastated the stock and timber markets. Several local units were formed (McKinnon 1975) and were active in the Confederate Army for the duration of the war; this effectively decimated the local labor force. Although direct military actions between legitimate forces were few, in the waning years of the conflict deserters and irregular forces ranged across the area, committing

"unspeakable acts" (McKinnon 1975) and causing further damage to the already faltering economy and social fabric.

The post-Civil War era was characterized by the growing importance of Southern forest resources and the coming of the railroad led to large-scale settlement of the region. In the decades following 1900, when turpentining was at its peak, the industry was undergoing a transformation as new collection cups and gutters replaced the primitive wooden boxes previously used to collect pine resin.

The turpentine industry owed the cup and gutter collection method to Dr. Charles H. Herty, a chemist at the University of Georgia whose 1901 research near Ocilla, Georgia resulted in him making the statement that "turpentine gathering as now conducted in the United States, is needlessly destructive of the forests and needlessly wasteful of the product" (Herty 1903:9).

Herty created a simplified cup and gutter system based on a model in use in France and the result was a decrease in forestry expertise and labor (Reed 1995). Herty's first system used two v-shaped galvanized iron gutters to collect the rosin and eventually he patented a ceramic cup (Reed 1995; Butler 1998). The use of the cups prolonged the life and productivity of turpentine trees, which in turn extended the life of the naval stores industry in the region and their competitive position.

CHAPTER FOUR
PROJECT METHODS & FINDINGS

Background and Literature Search

Consultation with DHR revealed no previously known sites or other cultural resources located within the project area. A review of the Land Boundary Information System produced an image of the original survey plat for Township 1 South, Range 31 West (Figure 4). The plat map shows portions of Section 4 that were transferred to George W. Robinson in 1881 from the State of Florida by the Trustees of the Internal Improvement fund. Robinson probably acquired the land for its timber as he is known to have owned a timber company, at least in later years.

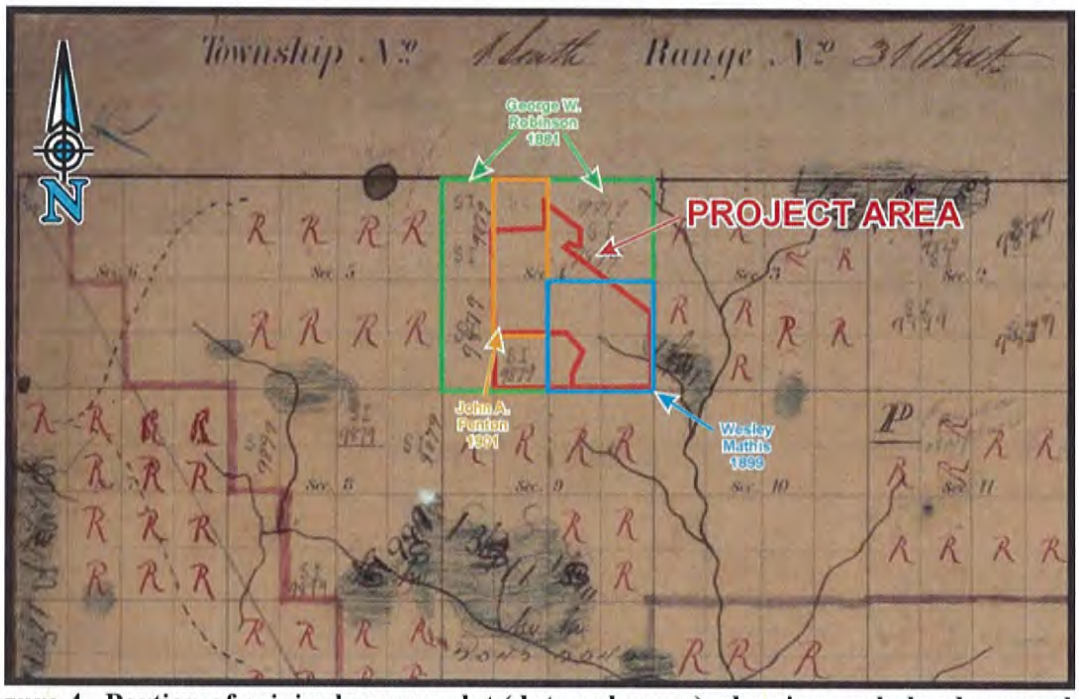

Figure 4. Portion of original survey plat (date unknown), showing early land ownership within the project area

A review of General Land Office (GLO) records produced two homestead patents within the project area (refer to Figure 4). Wesley Mathis claimed the southeast quarter in 1899. John

A. Penton then claimed the east half of the northwest quarter and the northeast quarter of the southwest quarter in 1901. Together these claimed the remaining state land in Section 4. A full chain of title search was beyond the scope of the current work, but this data at least establishes a time frame for when the land in the area first passed into private ownership.

Another source examined was historic aerial photographs made available on the internet by the University of Florida. For the project area, the earliest aerial presently available was produced in 1940, with subsequent photographs taken in 1951 and 1958. No improvements are evident within the project area in 1940 (Figure 5). The adjacent northeast quarter of the northwest quarter does have a farmstead. This corresponds to the northern third of John A. Penton's 1901 homestead claim, but it is probably not related, as the rest of the area of that claim is undeveloped.

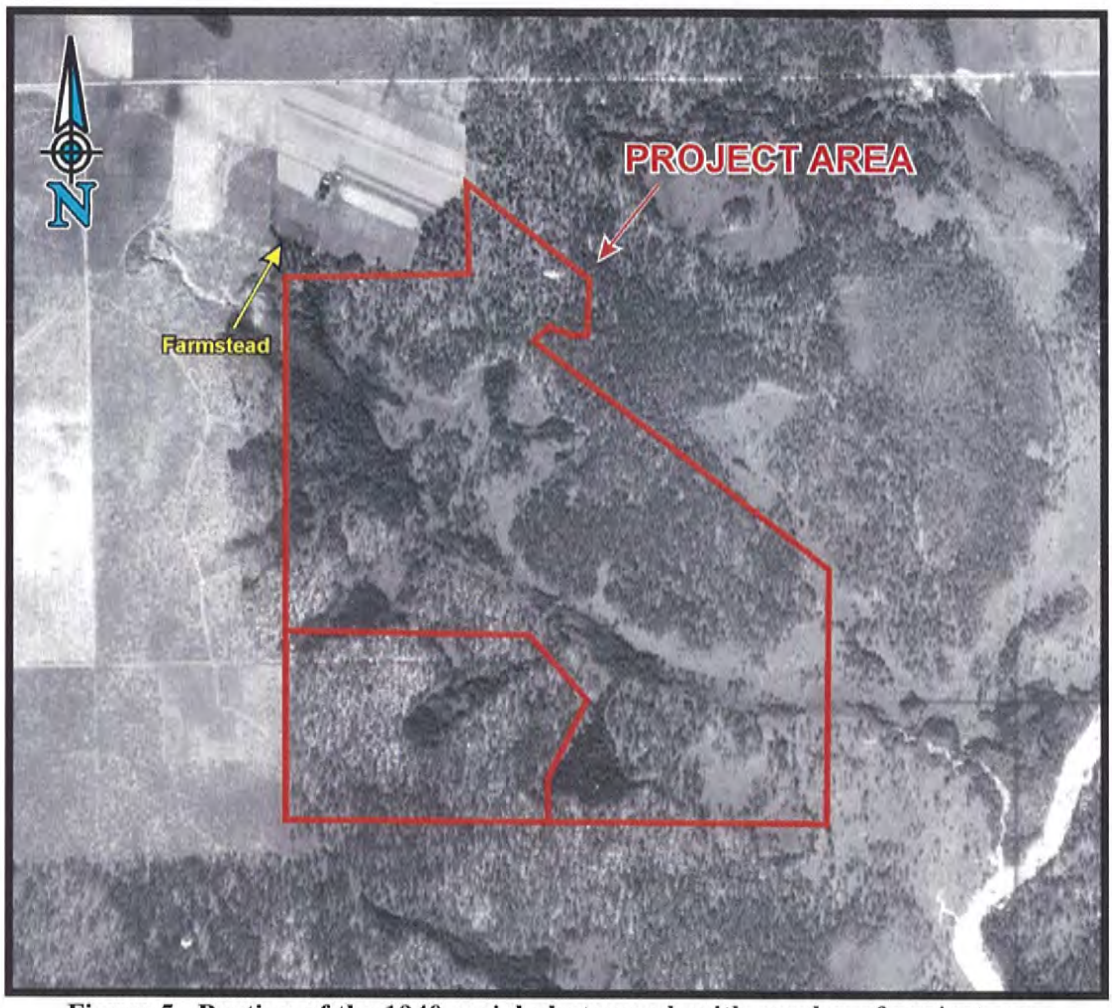

Figure 5. Portion of the 1940 aerial photograph with overlay of project area

Some improvements are visible on the 1951 aerial photograph (Figure 6). Nine Mile Road runs along the southern edge of the project area and a pond has been created by construction of a causeway over the main stream running through the property. The first buildings of the 4-H camp are visible on the north side of the pond, along with a recently cleared pasture to the east. An easement or right-of-way, which appears to delimit the original 400 acres of the 4-H property, is distinctly visible running along the eastern and northern edges of the property. The forest visible in the earlier photograph is gone, though the area appears covered with sparse secondary growth. There is no evidence of a forest fire and presumably the area was timbered sometime between 1940 and 1951. A structure, probably a farmhouse, is now present in the northwest quarter of the northeast quarter, immediately to the east of the aforementioned farm.

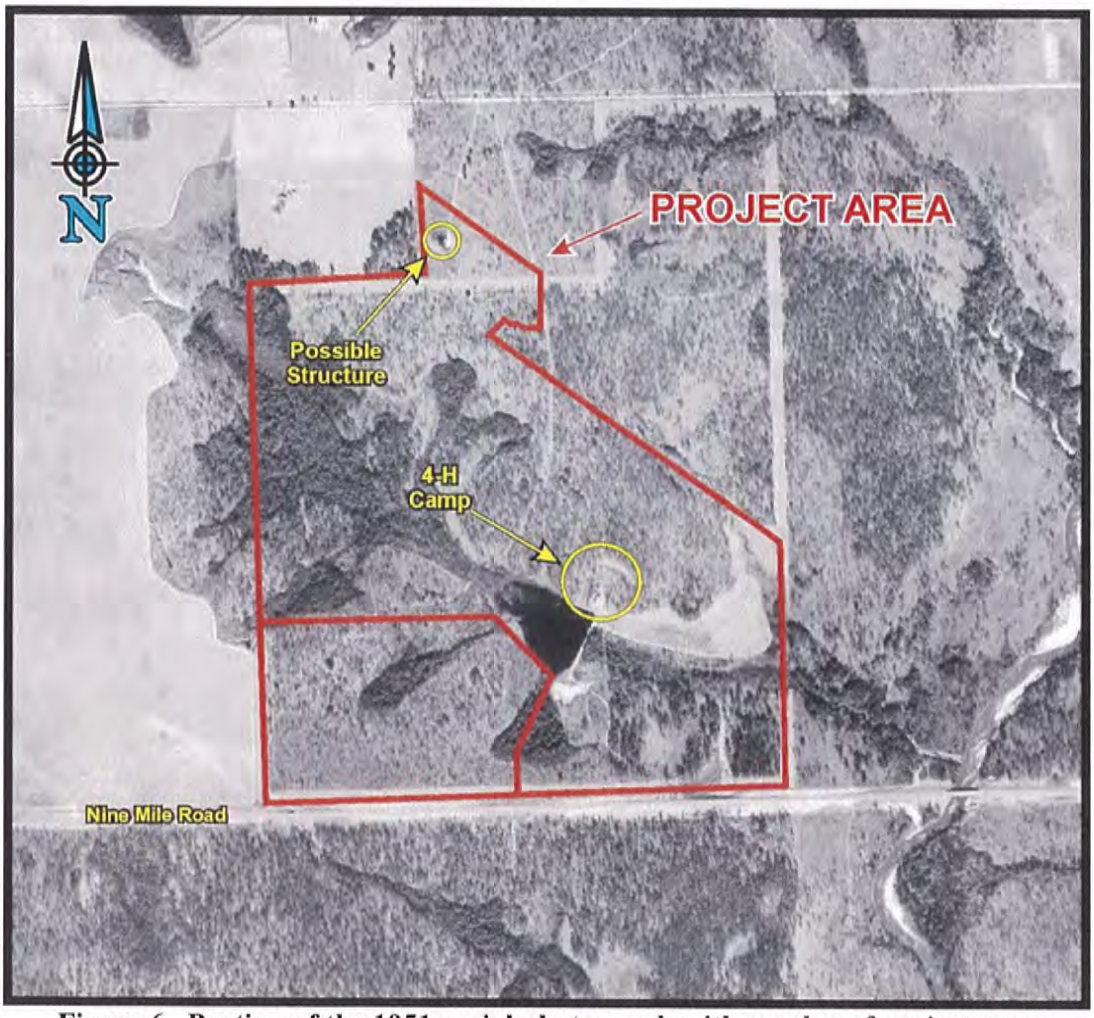

Figure 6. Portion of the 1951 aerial photograph with overlay of project area

A few changes are evident between 1951 and 1958. Most notable is the addition of several more structures within the 4-H camp (Figure 7). The house which first appeared in the

1951 photograph appears somewhat overgrown in the 1958 photograph, possibly having been abandoned.

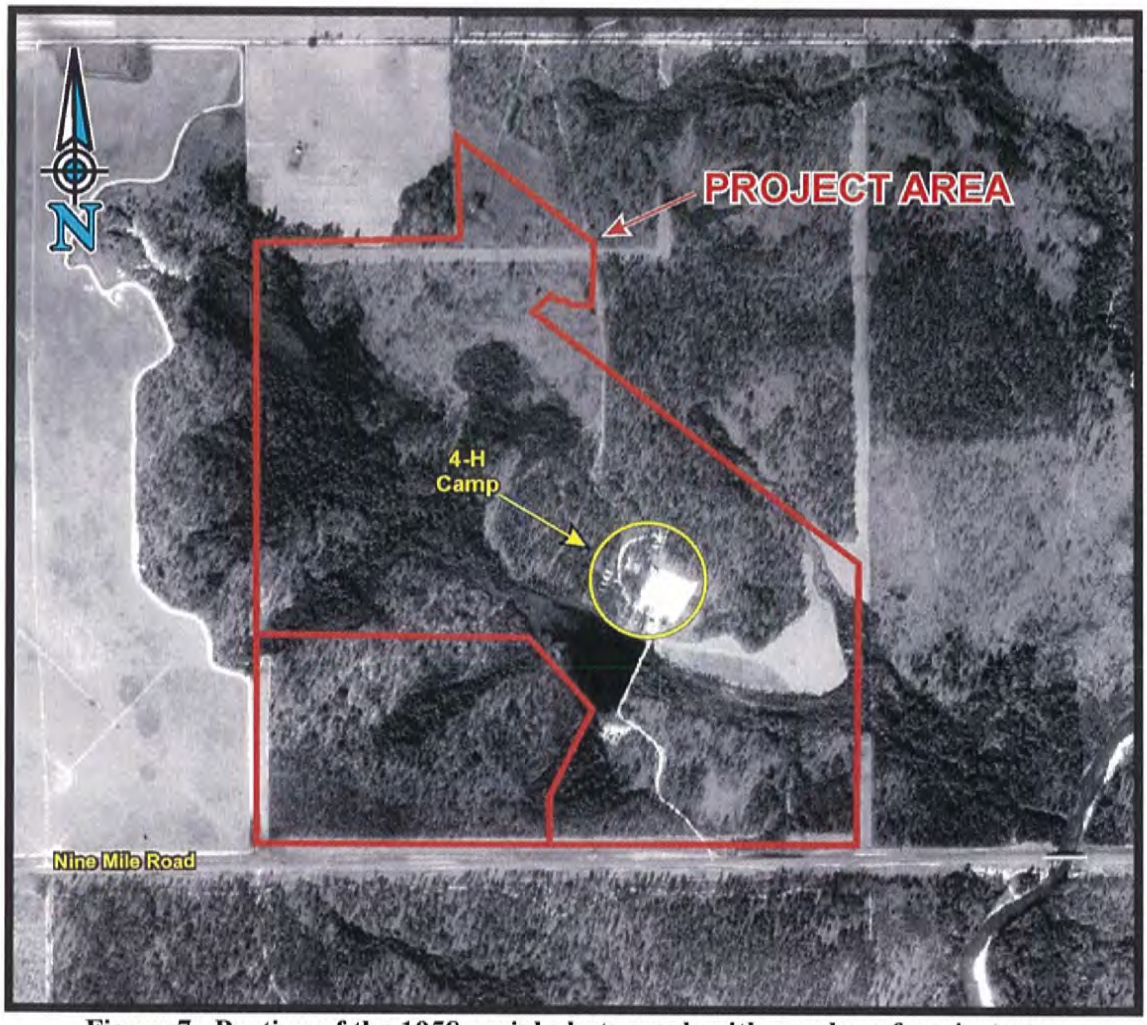

Figure 7. Portion of the 1958 aerial photograph with overlay of project area

The 1978 (photo revised 1987) USGS Cantonment 7.5 minute quadrangle was also examined (Figure 8). The Langley Bell 4-H Center is depicted, though with little change from the 1958 photograph aside from the addition of one structure at the northern edge of the camp. The structure previously evident in the northwest quarter of the northeast quarter is not depicted on the quadrangle map. The most conspicuous change to the project area is the addition of I-10 which runs through the northeast quarter of Section 4 form southeast to northwest just outside the project boundary.

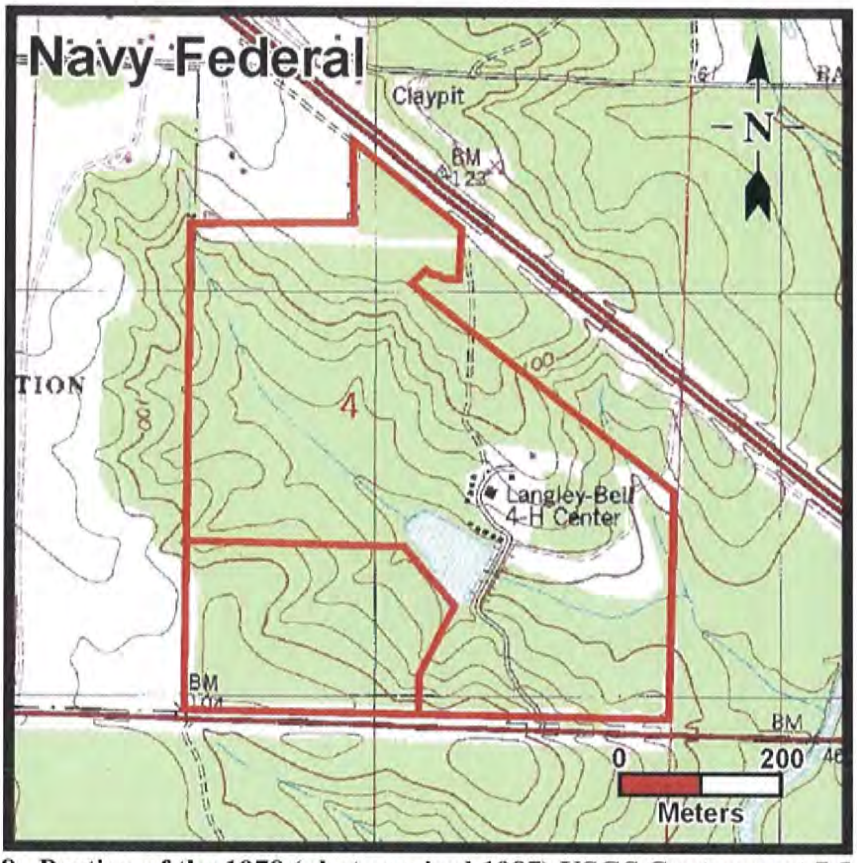

Figure 8. Portion of the 1978 (photo revised 1987) USGS Cantonment 7.5 minute quadrangle showing project area

Informants

PTA conducted onsite interview with Ellis Miller, the caretaker of the 4-H Center grounds, and Lamar Christenberry, the former County Extension Office Director. During this interview, PTA learned that the current 240-acre property represents only a portion of the original 400 acres donated by M. Langley Bell, the Escambia County Clerk of Court of 44 years. He donated the land in 1943 after cutting the timber (Lamar Christenberry, personal communication 2013). Initially known as the Escambia County 4-H Timber, Grazing and Game Demonstration Camp, the site would later be renamed the Langley Bell 4-H Center. Bell's son, Dr. M. Langley Bell, Jr., followed in his father's footsteps, proving to be a lifelong supporter of the 4-H program in Escambia and neighboring counties.

Since 1943, the Langley Bell 4-H Center Board of Trustees has sold portions of the property over the years to obtain funding to enhance the facilities at the camp and support 4-H programs. The center has been used for 4-H camps, retreats, timber projects, livestock projects, and as a meeting site for extension agents. The camp started with just a few structures, but

additional buildings were added over the years. Some of the structures were added just in the last few years.

In 2004, the 4-H Center was severely impacted by Hurricane Ivan. Most of the buildings were badly damaged, several were completely destroyed, and the roof was lifted completely off of the auditorium. Over 2,000 pine trees were destroyed by the high winds and a timber salvage operation resulted in greatly expanded pasture areas (Lamar Christenberry, personal communication 2013).

Setting

The survey area encompasses the stream valley of an unnamed tributary of Elevenmile Creek, as well as small portions of level uplands adjacent to the upper stream valley slopes. The broad floodplain along the main drainage and a number of smaller tributaries and seepheads constitute wetlands environments that cover a substantial portion of the survey area. Elevation ranges from 50 ft amsl along the eastern property boundary to approximately 125 ft amsl in the northern extremity of the property. Slopes are as steep as 10 percent in the vicinity of several of the small seepheads, but are generally far more gradual throughout the survey area.

Much of the property consists of low wetland areas. The wetlands are mostly wooded, with a canopy dominated by slash pine, loblolly bay, and titi. The dense understory includes titi, yaupon, wax myrtle, fetterbush, blackberry, and other various shrubs. Upland areas consist mainly of cleared pastureland. The pastures are dotted with large trees in some places, mostly live oaks, but are otherwise devoid of a canopy or understory. Groundcover consists of a mix of grasses and forbs. A few small pockets of woodlands remain in the uplands. These generally contain a scattering of older oaks surrounded by a mix of pine, magnolia, various oaks, and other trees of a much younger age. The understory in these areas tends to be quite dense, as is typical of secondary growth. Surface visibility throughout most of the survey area was poor to very poor, due either to vegetation or heavy leaf litter, or both.

Ground disturbance on the property is highly variable. The area in the immediate vicinity of the 4-H Center is obviously heavily disturbed, not just from the construction of various buildings, but also roads, fence lines, and underground utility lines. The property is traversed by miles of cattle fences. Buried utility lines are also present in the vicinity of a K-9 training center and cell tower to the north, along Nine Mile Road to the south, and the Emerald Coast Utility Authority (ECUA) easement near the eastern property boundary. The 4-H pond is man-made, having been greatly enlarged through mechanical excavation. The entire property, with the possible exception of the wetlands, has been timbered at least once, possibly more than once. Years of grazing cattle have likely had an additional, if relatively minor impact on the area.

Soils within the survey area are highly variable and a relatively large number of different soil types are present. The dominant soils include the Troup-Poarch complex, Troup sand, Poarch sandy loam, and Bonifay loamy sand (USDA 2004:Sheets 34 and 37). Small areas of Perdido sandy loam and Lucy loamy sand are also present in uplands locales. Small areas of Pelham loamy sand, Robertsdale sandy loam, and the Pelham-Yamassee complex, occasionally

flooded are present in lower, wetter locales. The floodplain and major wetland areas are mapped as Dorovan muck and Fluvaquents, frequently flooded.

The Bonifay loamy sand is limited to the two landforms immediately north of the current NFCU campus, southwest of the main drainage. Bonifay loamy sand is a deep, well-drained soil on nearly level summits and gently sloping shoulder slopes of ridges.

The most prevalent soils in the survey area are Troup sand and Poarch sandy loam. There are areas where one of these is dominant, as well as areas in which they are highly intermingled (Troup-Poarch complex). Troup sand is a very deep, somewhat excessively drained soil on nearly level summits and gently sloping shoulder slopes of ridges. Poarch sandy loam is a very deep, well-drained soil on gently sloping shoulder slopes and side slopes of ridges.

Shovel test profiles were generally consistent with stratigraphy expected for the various soil types in any given locale. The only notable exception is in the vicinity of the developed portion of the 4-H center (see below).

Fieldwork

Fieldwork was initiated with a reconnaissance of the property to identify general areas of higher and lower probability of hosting prehistoric and historic sites. As mentioned above, PTA's field director met with Ellis Miller and Lamar Christenberry. Informal interviews were conducted, aimed at guiding and informing the fieldwork. The 4-H center and associated structures were photographed extensively and notes were taken relating to structure properties such as dimensions, materials, form, and other features.

An intensive survey was conducted over the entire property. All exposed areas were examined for evidence of past cultural activity. Shovel tests were excavated and fill was screened through one-quarter-inch hardware mesh for recovery of artifacts (Figure 9). Shovel tests measuring 50 cm by 50 cm were excavated to a depth of 100 cm except where an obstruction such as the water table or impenetrable clay or hardpan was encountered. All pits were backfilled upon completion of documentation. Survey notes were maintained during the work, and representative notes were taken on stratigraphy, setting, and disturbance. Other documentation included a photographic log and bag list. The effort was recorded through digital photography, GPS recording, and mapping.

Shovel tests were generally placed at roughly 50 m intervals in areas considered to have a higher likelihood of yielding prehistoric sites and 75 to 100 m intervals in lower probability areas. Obviously disturbed and wetlands areas were not shovel-tested, though such areas were at least visually inspected. A total of 104 survey shovel tests were excavated in the project area (Figure 10).

Figure 9. View of field crew excavating survey shovel test at NFCU, facing southeast

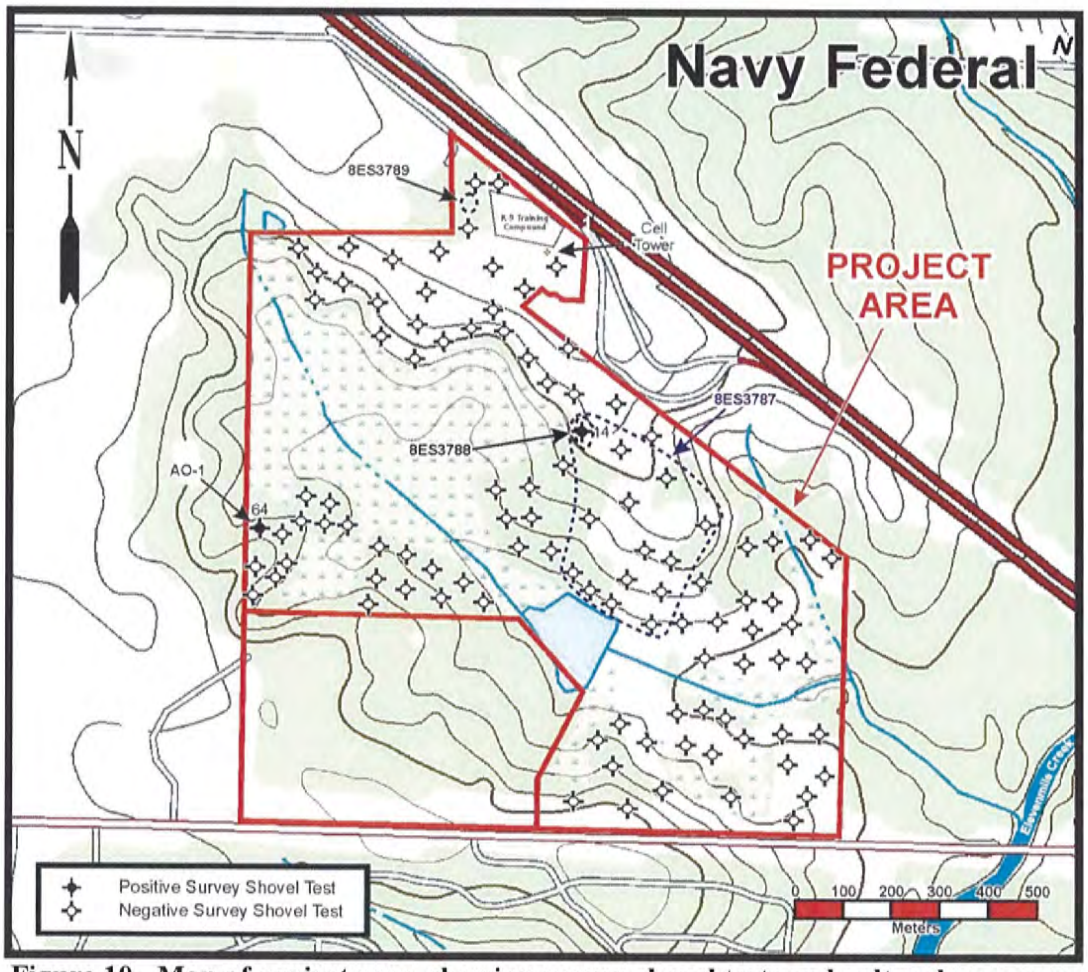

Figure 10. Map of project area, showing survey shovel tests and cultural resources

When an artifact(s) was encountered, a program of formal recording was undertaken to determine if it constituted a site or archaeological occurrence through delineation. The recording program for the sites continued with the purpose of determining vertical variation in deposits and sampling site contents. A sketch map was produced of each site, representative photographs were taken, and the stratigraphy was recorded. Other field and documentary procedures mirrored those stated above for survey.

Unexpected Discoveries

If unexpected discoveries, such as Native American graves or lost historic cemeteries had been encountered, then guidelines set forth in Chapter 872, F.S. (Florida's Unmarked Burial Law) would have been followed. However, no site of sensitive nature was identified during the survey.

If human remains or unexpected discoveries are encountered during construction activities, then work will cease immediately. The client will notify the Florida SHPO within 24 hours at (850) 245-6333 to begin procedures that are outlined in Chapter 872, F.S.

Artifact Processing & Analysis

Subsequent to fieldwork, all artifacts were returned to the PTA laboratory where the collections were washed, sorted, analyzed, and catalogued. Prehistoric ceramics were sorted by surface treatment, decoration, paste, and temper and identified by experienced analysts who rely on references such as Willey (1949), Scarry (1985), and Fuller and Stowe (1982).

Historic materials were sorted by material class and functional categories modified from South (1977) by Whelan and Pearson (1999). References utilized in the analysis of historic materials include South (1977), Gurcke (1987), Noël Hume (1970), Cotter (1968), Toulouse (1971), Fike (1987), and Deagan (1987), among others. In addition to the established typologies, ceramics attributes were also recorded by three different measures, ultraviolet light, Munsell colors and the Mohs hardness test. The Munsell color chart was developed by ArchMat in consultation with PTA archaeologist, James Mathews, whose sorting technique of refined whitewares has become an industry standard among historic archaeologists (cf. Little et al. 2000:89).

Other categories of historic remains are divided into ceramic, metal, glass, and other, then identified by functional category, sub-function, and other characteristics, including any maker's marks. Measurements are recorded as appropriate, for example on bricks, which are also identified as partial or whole, fire or common, and other traits. The detail on historic analysis is too much to include in this brief review of analysis procedures, but the goal is to record data sufficient to aid temporal and functional interpretations of the sites and address issues, such as intra-site variation. For example, the thickness of windowpane is measured and can be instrumental in assessing an initial date of construction on a site structure.

Curation

All documents and artifacts resulting from this work will be prepared for curation, and turnover of materials will be coordinated with NFCU, unless otherwise specified.

Findings

In addition to documentation of the former 4-H camp, already known to be a historic property from the background research, the survey effort resulted in the identification of one prehistoric archaeological occurrence and two historic sites. The former 4-H camp was assigned the cultural resource group number 8ES3787 and is described in more detail below, along with one of the newly discovered historic sites (8ES3788) and seven historic structures (8ES3790 to 8ES3796), which are all part of resource group 8ES3787. This is followed by discussions of the unrelated historic site (8ES3789) and the prehistoric occurrence (AO-1).

Resource Group - 8ES3787

Setting

8ES3787 is situated on the gentle, southwest-facing side slope of a broad ridge near the confluence of two unnamed tributaries of Elevenmile Creek. The resource extends from the shoreline of a man-made pond in the floodplain of the larger tributary to the crest of the ridge. Slope generally ranges between three and six percent. Elevation ranges from about 55 ft amsl at the southern end of the resource group to 110 ft amsl at the northern end.

Vegetation across the area is essentially clear, consisting only of various grasses and wildflowers. Occasional large trees, such as live oak, laurel oak, magnolia, and longleaf pine dot the landscape (Figures 11 and 12).

Figure 11. View of 8ES3787 from east edge of pond, facing northwest

Figure 12. View of 8ES3787 from the north, facing south

The general area of the 4-H camp is the most heavily disturbed portion of the survey area. Landform alterations, such as excavation of the large man-made pond and the more recent construction of the existing causeway are the most prominent disturbances. Construction of buildings and roads, and installation of fences and numerous buried utilities has also had a substantial impact on the surface deposits. Multiple episodes of timbering and many years of grazing cattle have had a lesser, but notable impact as well.

Soil is mapped as Troup sand, zero to five percent slopes. Troup sand is a very deep, somewhat excessively drained soil on nearly level summits and gently sloping shoulder slopes of ridges. The surface layer is typically dark grayish brown sand about 13 cm thick. The subsurface layer extends to a depth of 147 cm. It transitions from yellowish brown sand at the top, to strong brown sand in the middle, to yellowish red loamy sand at the bottom. The subsoil is red sandy loam and sandy clay loam. Shovel tests excavated in the vicinity of the 4-H camp encountered deposits consistent with Troup subsoil, but at depths of anywhere from four to 55 cm. The discrepancy appears to be the result of erosion of soil surface layers, disturbance related to construction of the various structures, or both.

Current Work

As discussed in the background research, the former 4-H camp, known as the Langley Bell 4-H Center, was identified as a cultural resource prior to the initiation of fieldwork. Historic aerial photographs were examined from several different years, along with the 1978 (1987) USGS quadrangle map to identify potential historic structures within the camp. Approximate construction dates were determined by examining these sources (Figures 13 and 14). For example, if a structure is present in the 1958 photograph, but is not present in the 1951 photograph, then it was obviously built during the intervening years and a construction date of sometime between 1951 and 1958 can be assumed.

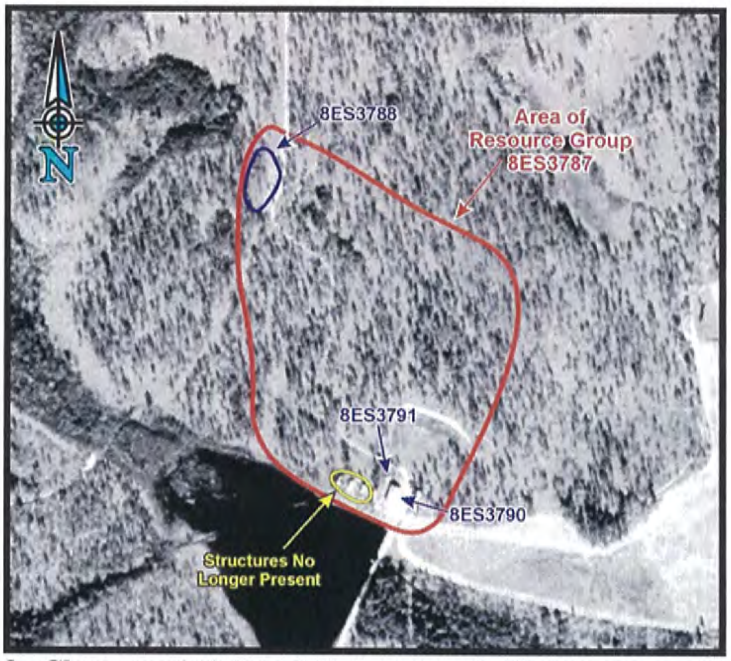

Figure 13. Close up of 1951 aerial photograph, showing area of 8ES3787

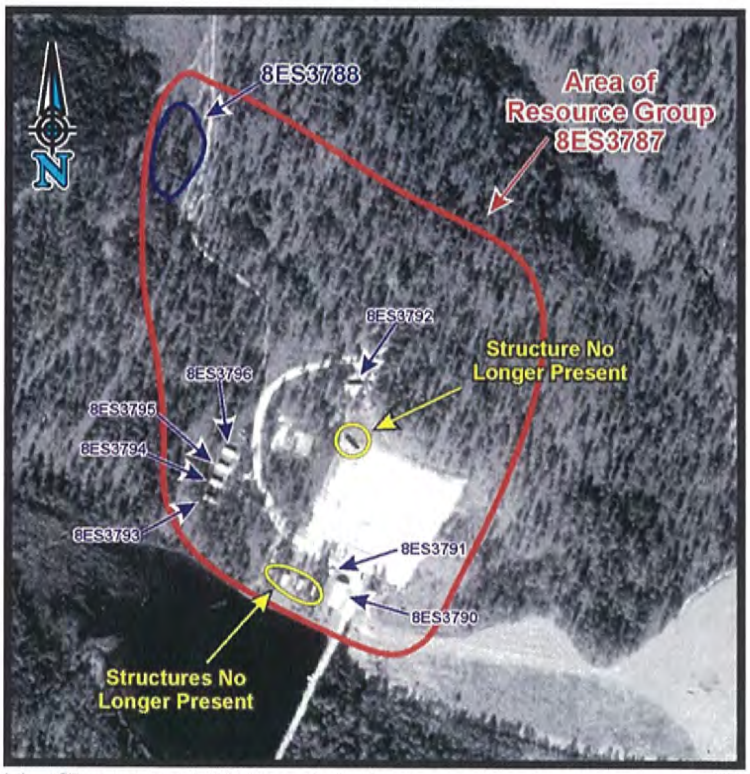

Figure 14. Close up of 1958 aerial photograph, showing area of 8ES3787

The entire camp area was visually inspected and the current layout was compared to that depicted in the historic aerial photographs and the old quadrangle map. Photographs were taken of all standing structures as well as the grounds around the camp. Potentially historic structures were also documented with notes on dimensions, materials, and structural features. Based on the information obtained from the background research and informant interview, principally the historic aerial photographs, seven of the buildings in the camp were identified as being of sufficient age to qualify as historic structures. These include the kitchen/dining hall (8ES3790) and associated storage shed (8ES3791), the caretaker's house (8ES3792), and four cabins (8ES3793 to 8ES3796). These seven structures were assigned site numbers and are discussed individually below.

Survey shovel test were excavated across the 4-H camp area and the surrounding area, with 14 survey shovel tests excavated within the resource group boundary (Figure 15). One of these shovel tests was positive for historic materials and the remainder were sterile. The positive survey shovel test resulted in the identification of an extensive artifact scatter to the northwest of the former 4-H camp. The materials are believed to be associated with activity at the camp, given the physical proximity and temporal diagnostics. The scatter was assigned the site number 8ES3788 and it is included within resource group 8ES3787. It is discussed in more detail, following the structure descriptions below.

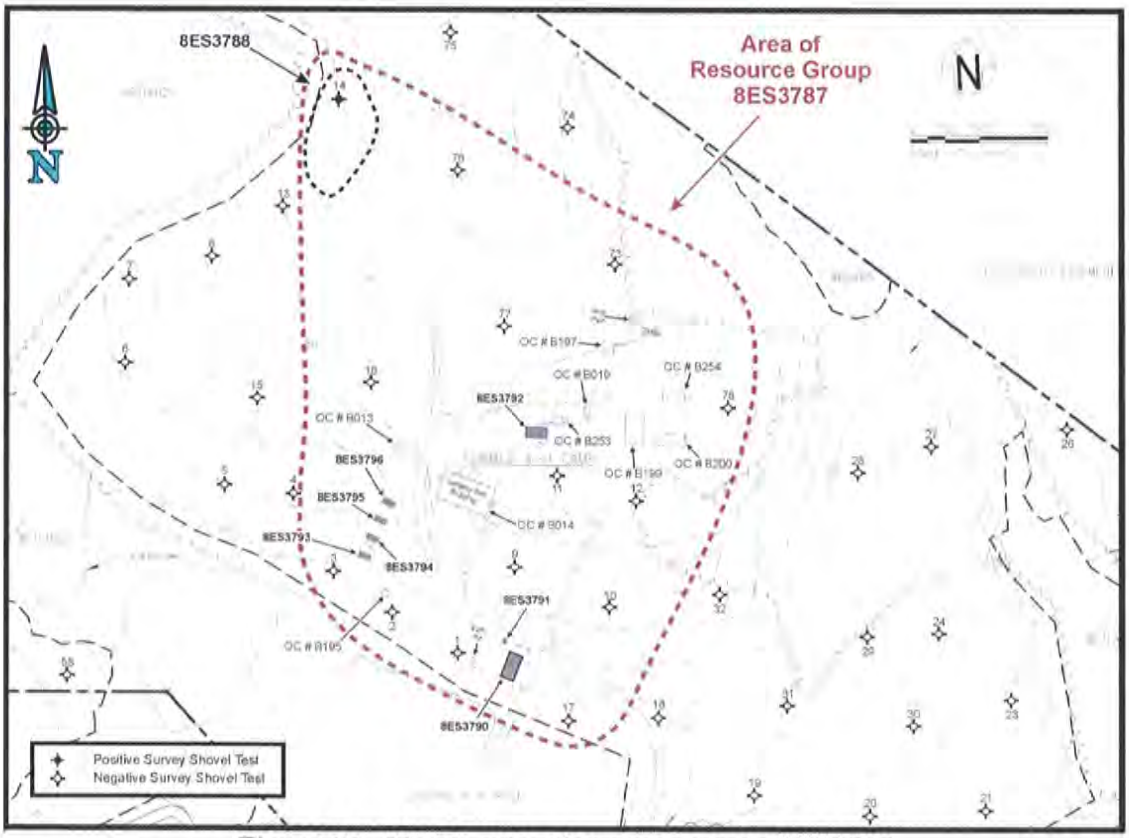

Figure 15. Sketch map of resource group 8ES3787

Historic Structures

A total of seven structures within the former 4-H camp are of sufficient age to be considered historic. These structures have been assigned individual site numbers. Each building has a small blue plaque mounted on it with an identifying number starting with "OC#." These are listed for each structure for reference. These numbers are also given below for modern building descriptions, again for reference. Note that there are five structures on the 1958 aerial photograph that are no longer extant (refer to Figure 14). The lone structure in the center of the camp was gone by the time the 1978 (1987) quadrangle map was produced and four of eight cabins located near the pond were destroyed by Hurricane Ivan in 2004.

8ES3790: This structure (OC#B017) appears to be a kitchen and dining hall from the original camp layout (Figures 16 and 17). It was built between 1940 and 1951, probably soon after the camp was established in 1943. It is located at the far south end of the camp, approximately 25 m northeast of the pond. It would have been the first building encountered when entering the camp via the original (now demolished) access road.

Figure 16. View of 8ES3790, facing northeast

8ES3790 is rectangular in plan, with dimensions of 56 ft 5 in by 30 ft 4 in, oriented northeast-southwest. Construction consists of cinderblock walls covered with wood panel siding. Exposed cinderblocks along the base of the exterior walls are coated with stucco. The interior of the structure is subdivided into two rooms with the front (southwest) room roughly twice the size of the back room. A brick chimney is positioned between the two rooms and

equidistant from the sides of the structure. The building is wired for electricity, but appears to lack air conditioning or heat, aside from the fireplace.

Figure 17. View of 8ES3790, facing west

There is a porch and entrance located at either end of the building, with the main entrance facing south toward the pond. The front porch measures 22 ft 7.5 in by 8 ft 3 in and the back porch is 30 ft 2 in by 10 ft 6 in. Both porches have concrete slab floors. Due to the slight grade the front porch is slightly elevated with the slab resting on a cinderblock foundation. Conversely, the back porch is partially enclosed by a stucco-coated cinderblock retaining wall, 20.5 in high.

The gable roof is covered with corrugated steel and has wooden soffits at the eaves. There are triangular slatted vents at the peak of each gable. The front gable has an additional square slatted gable vent just above the porch roof. Both porches have gently-sloping, flat roofs covered with corrugated aluminum.

The front entrance is a double door made from the same wood paneling that covers the exterior walls of the structure. The rear entrance is a single, modern entry door. The building has two different styles of windows. The larger room has a total of 10 windows, four on each side and two on the end of the building. These windows are single-pane, single-hung sash windows, 58.5 in high by 35 in wide with aluminum frames. The back room has aluminum frame slat windows, 36.5 in high by 34.5 in wide. There are three on the northwest side of the building and one facing southeast.

8ES3791: This is a small storage shed (OC#194) located less than 10 m north of 8ES3790 (Figures 18 and 19). This shed was also built between 1940 and 1951, probably at the same time as the dining hall (shortly after 1943).

Figure 18. View of 8ES3791, facing east-northeast

Figure 19. View of 8ES3790 and 8ES3791, facing south

8ES3791 is rectangular in plan with dimensions of 10 ft by 8 ft, oriented northeast-southwest. It has cinderblock walls and sits on a concrete slab. The simple gable roof is covered with asphalt shingles and lacks vents or soffits. Gables are constructed of vertical wooden slats, as is the single southwest-facing door. There is a single window on the northeast end of the shed with brick sill and transom. The window measures 40.5 in wide by 31.5 in high. It is boarded-up on the interior of the building and covered with a steel grate on the exterior. The shed does not appear to have electricity running to it.

8ES3792: This residential building (OC#B012) is the former caretaker's house (Figures 20 and 21). It is located near the north end of the former camp. The structure was not in the original layout, but was added sometime between 1951 and 1958.

Figure 20. View of 8ES3792, facing south

8ES3792 has dimensions of 46 ft 0.5 in by 24 ft 1 in, oriented east-west. It faces north and has a simple rectangular configuration. The house sits on a concrete slab foundation and has exterior walls constructed of cinderblocks. The hip roof is covered with asphalt shingles and there are no soffits. The house has electricity and appears to have central heat and air conditioning.

The house has two simple wooden entry doors, one on the north side and one on the south side of the building. The latter is slightly above ground level with a wooden landing and several stairs leading down. A small extension of the roof overhangs this rear entrance. A small concrete slab is positioned in front of the front door with a concrete sidewalk leading away from the house to the east.

Figure 21. View of 8ES3792, facing north

Windows are all single-pane, single-hung sash style with aluminum frames. Windows vary considerably in terms of size and configuration. The north side of the house has three single frame windows and one double window. The east end has one single window and the west end has two single windows. The south side of the house has two double windows and a triple window, as well as a small window in the entry door.

8ES3793, 8ES3794, 8ES3795, & 8ES3796: These four structures (designated OC#198, OC#193, OC#18, OC#B015) are essentially identical, and therefore, described here together to avoid redundancy (Figures 22 and 23). They were built between 1951 and 1958, around the same time as the caretaker's house. They were originally used as cabins, but are currently being used for storage. All are wired for electricity.

These four structures are rectangular in plan, measuring 26 ft 4 in by 12 ft. They are oriented northwest-southeast and arranged side-by-side in a line spaced roughly 8.5 m apart. The cabins sit on concrete slab foundations and have cinderblock walls. They have gable roofs with asphalt shingles and soffits at the eaves and rakes. The gables have horizontal wood plank siding and square slatted gable vents. The entryways are covered with short, pitched roof extensions.

Each building has a single solid wood door facing southeast. Each has seven windows, three on each side, and one in the back. All windows measure 51 in high by 35 in wide. They are single-pane, single hung sash windows with aluminum frames. The window sills are concrete. The rear window of 8ES3793 (OC#198) has a window-mounted air conditioning unit.

Figure 22. View of 8ES3793, 8ES3794, 8ES3795, and 8ES3796 (in foreground), facing southwest

Figure 23. View of 8ES3793 (in foreground), 8ES3794, 8ES3795, and 8ES3796, facing northeast

Modern Structures

The modern structures within the 4-H camp were not investigated to the degree that the historic structures were. Although structure numbers were not assigned since they are not considered cultural resources, they were plotted on the survey map and photographed for record. Brief descriptions are included here for reference.

The Langley Bell Building (OC#B014) is centrally located within the former 4-H camp (Figure 24). It is by far the largest building in the camp and it contains a large auditorium for meetings, classes, and presentations. A "meeting hall" was reportedly built at the camp in the "1950s" (Florida 4-H Foundation 2009) and a structure is visible at this location on the 1958 aerial photograph (refer to Figure 14). However, the current structure appears to be larger than and of a different configuration than the one visible in the 1958 aerial photograph. Either the original structure was replaced at some point or it was modified to the point that it was essentially a new building. For this reason it is classified here as a modern structure, rather than a historic one. Furthermore, high winds from Hurricane Ivan badly damaged the building in 2004, after which it required extensive repairs and a new roof (Lamar Christenberry, personal communication).

Figure 24. View of Langley Bell Building (OC#B014), facing northwest

The bathhouse (OC#B013) is located along the main access road, near the cabins and the commons building. It is a cinderblock building with a corrugated metal roof (Figure 25). It was built sometime after 1987.

Figure 25. View of bathhouse (OC#B013), facing northwest

The structure OC#195 is a cinderblock storage building with an asphalt shingle roof. It was built in a similar style to the nearby cabins, but did not appear on the aerial photographs. It also seems to be missing from the quadrangle map, indicating a post-1987 construction date.

Building OC#253 is a small partially enclosed workshop connected to the caretaker's house by a short sidewalk. It was added after 1987.

A portable steel shed (OC#19) was added sometime after Hurricane Ivan in 2004. It is located adjacent to the end of the paved access road, near the caretaker's house.

Four pole barns are also located within the 4H Camp, all modern. Building OC#197 is a pole barn located at the far north end of the camp (Figure 26). It is somewhat older than the other pole barns, but still modern (1978 to 1987). A hog pen and a concrete slab with a hitching post are located near the barn.

Building OC#199 is an open pole barn at the northeast end of the camp. It was built after 1987 and appeared fairly new. Building OC#200 is another open pole barn located right behind OC#199. It is also a fairly recent addition. The fourth pole barn (OC#254) has one enclosed corner, but is otherwise similar to the others and is post-1987.

Figure 26. View of pole barn (OC#197), facing north-northwest

8ES3788

Setting: 8ES3788 is located approximately 200 m northeast of the caretaker's house (8ES3792), the nearest historic structure in the former 4-H camp (refer to Figure 15). It is situated at an elevation of 95 to 105 ft amsl on the southwest-facing shoulder slope of the main ridge in the survey area. Slope is gradual at about four percent. The wetlands surrounding a minor seephead border the site to the west.

8ES3788 is located in the corner of a cleared pasture and therefore lacking in natural vegetation (Figure 27). Aside from a cluster of three mature oak trees along the fence line, the site is devoid of a canopy. The ground is densely covered with a variety of grasses and wildflowers.

This particular pasture was cleared fairly recently. Prior to 2004, this was a forested area dominated by longleaf pines. Winds from Hurricane Ivan destroyed or damaged many of the longleaf pines and the resulting timber salvage operation led to the clearing of this pasture (Lamar Christenberry, personal communication 2013). Prior to that time, site would have been located along the edge, and just inside the tree line.

The site clearing and subsequent use of the location as a pasture are the most notable sources of possible disturbance to the site. Additional impacts are likely from the construction of

the various cattle fences and maintenance of the gravel access road that runs along the eastern edge of the site.

Figure 27. View of 8ES3788 from northern fence corner, facing south-southeast

Soil at this location is mapped as Troup sand (USDA 2004:Sheet 37). Troup sand is a very deep, somewhat excessively drained soil on nearly level summits and gently sloping shoulder slopes of ridges. Shovel tests excavated at the site revealed stratigraphy that is generally consistent with Troup soils. As an example, recording shovel test 5 had an Ap horizon of dark grayish brown (10YR 4/2) sand to a depth of 12 cm. This was underlain by an E1 horizon of brown (10YR 5/3) loamy sand to 25 cm and an E2 horizon of yellowish brown (10YR 5/6) loamy sand to 50 cm.

Current Work: 8ES3788 was identified when artifacts including glass, metal, ceramic, shell, and plastic were recovered from zero to 10 cm in survey shovel test 14 (Figure 28). A light scatter of similar materials, along with a few chunks of concrete and cinderblock, was observed on the surface around the oak trees along the fence line. The surface scatter was designated as artifact concentration (AC) 1 (Figure 29).

Sixteen recording shovel tests were excavated around the find at 10 to 20 m intervals, placed judgmentally to further sample the site area and determine the horizontal extent. Five of these were positive for additional cultural material. The combined survey and recording volume excavated at this site amounted to 5.3 cubic meters. Materials were found to be distributed across a 70 m by 35 m area, oriented northeast-southwest in an oval configuration (Figure 28).

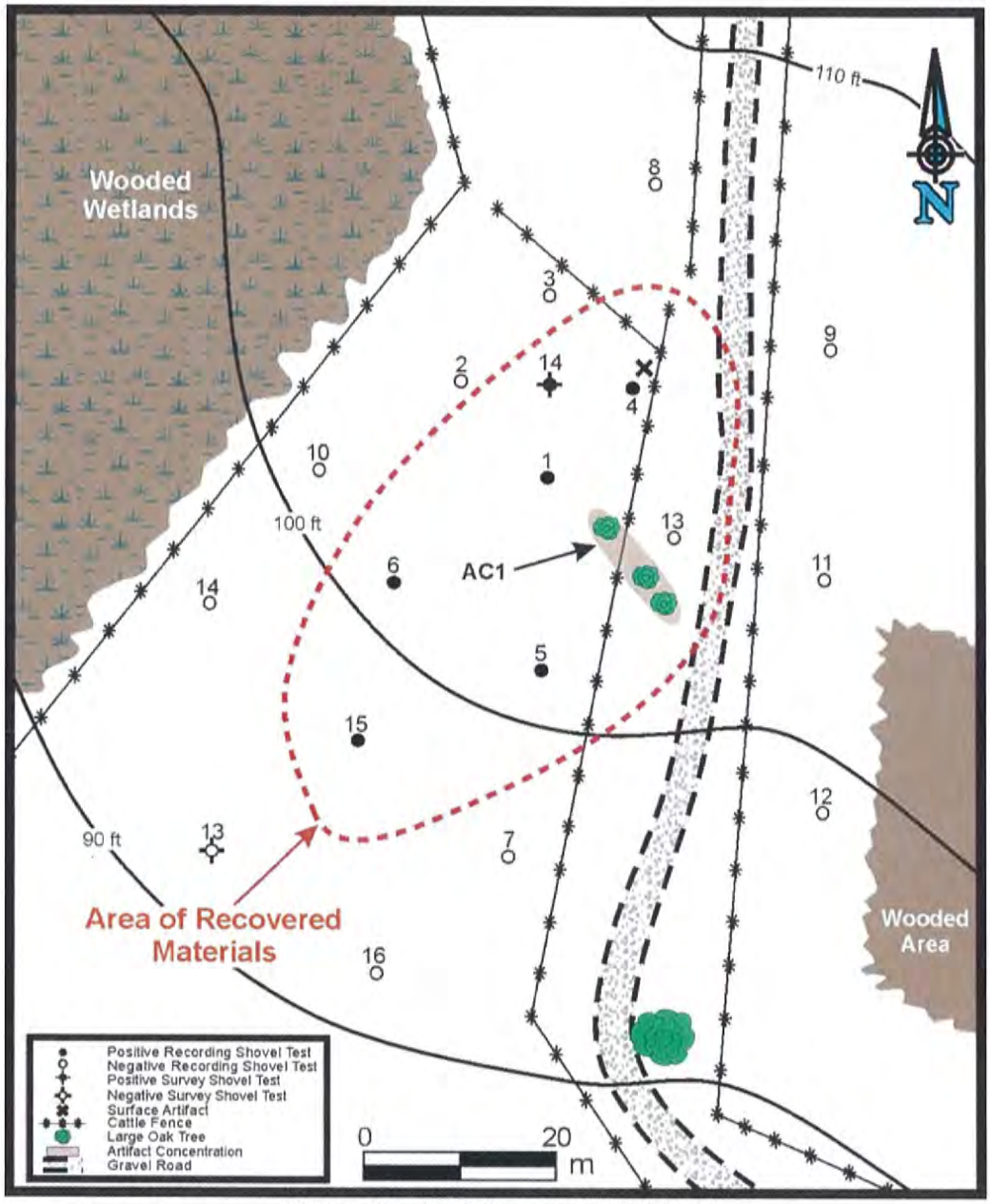

Figure 28. Sketch map of 8ES3788

Artifacts: The collection from 8ES3788 includes a total of 950 individual items (Table 1). This figure does not include approximately three gallons of clear, amber, and green glass shards (mostly from soda bottles) recovered from recording shovel test 4, but discarded in the field. It also doesn't include various items observed on the surface, but left in the field and not collected.

Figure 29. View of artifact concentration 1, facing east

The artifacts in the collection belong to eight different functional groups: activity (n=4), architecture (n=25), hardware (n=2), indulgence (n=386), kitchen (n=53), miscellaneous (n=474), personal (n=3), and transportation (n=3). The activity group consists of a battery core, two paint can parts, and a clothes pin spring. The architecture group is represented by 16 shards of window pane glass, eight nails, and a chunk of concrete. The hardware group is limited to two fragments of a hinged steel strap.

The indulgence group consists of 12 crown caps with plastic liners, Two plastic crown cap liners, and 372 fragments of glass soda bottles. Glass colors include light green (n=233), clear (n=104), and green (n=35). Identifiable brands include Coca-Cola, R C Cola, Dr. Pepper, and Sprite. Bottling locations include Pensacola, Florida, and Atlanta and Marietta, Georgia. Identifiable production dates are one bottle from 1917 to 1958, one from 1951 to 1967, one from after 1954, and the rest ranging from as early as 1959 to as late as 1971 (Lockhart and Porter 2010:46-61). The bottles marked with "NO DEPOSIT NO RETURN" all date to the mid-1960s or later.

The kitchen group includes a ketchup bottle fragment, 18 mason jar fragments, 19 plastic utensil fragments, three stoneware mug fragments, two clear glass tumbler fragments, two shards of unidentified tableware pattern glass, part of a milk glass mug, three ironstone plate fragments, and four oyster shells. The milk glass mug has a maker's mark of "Fire-King" from Anchor Hocking Glass Company, dating it to the 1940s through the 1960s (Florence 1987:42-47). One of the mason jar fragments is a base that appears to be embossed with the mark of Latchford Glass Company, post-1957 (Toulouse 1971:316). One of the stoneware mug fragments is marked with "JAPAN," indicating it dates to sometime after 1921 (Kovel and Kovel 1986:229).

Table 1. Summary of Historic Artifacts from 8ES3788

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
Surface	Surface	Kitchen	Tableware	Container Glass	Maker's mark	Milk	"Fire-King"/Anchor Hocking Glass Co/1940s-1960s	1
		Kitchen	Tableware	Ironstone	Molded			1
					Plain			1
					Transfer Print	Blue	Blue Willow Pattern	1
		Miscellaneous	Unidentified	Misc Glass	Molded	Amber		1
Surface Total								**5**
RST 1	000-010	Miscellaneous	Unidentified	Misc Glass	Embossed	Clear		1
		Kitchen	Shell	Oyster				1
		Miscellaneous	Unidentified	Plastic Tube		Gray		1
RST 1 Total								**3**
RST 15	000-010	Kitchen	Condiment	Container Glass	Fluted	Clear		1
		Miscellaneous	Unidentified		Plain	Clear		1
		Miscellaneous	Unidentified	Misc Glass	Embossed	Clear	poss. "240"	1
					Plain	Clear		1
		Kitchen	Shell	Oyster				1
RST 15 Total								**5**
RST 4	000-010	Miscellaneous	Unidentified	Can Part				4
		Miscellaneous	Unidentified	Chunk				1
		Miscellaneous	Unidentified	Composite Gasket				2
		Architecture	Building material	Concrete				1
		Indulgence	Beverage	Container Glass	Applied Color Label	Clear	Coca Cola/"No Deposit"	3
						Light Green	R C Cola/two bottles	50
					Embossed	Light Green	Coca Cola	11
					Plain	Clear	No Deposit No Return	7
						Green	"No Deposit No Return"	7

Table 1. Summary of Historic Artifacts from 8ES3788 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
RST 4	000-010	Kitchen	Storage	Mason Jar	Embossed	Clear	"Ball"	1
					Plain	Clear		3
		Miscellaneous	Unidentified	Foil				1
		Miscellaneous	Unidentified	Misc Glass	Embossed		Unid Maker's mark	3
								11
					Plain		with aluminum cap	1
								40
		Miscellaneous	Unidentified	Plastic Sheet		White		7
		Kitchen	Utensil	Plastic Utensil		White	Knife, fork, and spoon fragments	3
		Miscellaneous	Unidentified	Rubber Ring				1
		Miscellaneous	Unidentified	Styrofoam		White		8
	010-020	Activity	Battery	Battery Core			small battery	1
		Miscellaneous	Unidentified	Can Part				1
		Miscellaneous	Unidentified	Cap				2
		Indulgence	Beverage	Container Glass	Applied Color Label	Clear	est. 5 bottles/1962,1969	29
						Light Green	Dr Pepper	2
					Embossed	Green	ves. Est. 3 bottles/ one 1971*	6
						Light Green	Coca Cola/est. 6 bottles/1959-1969*	117
					Molded	Clear	est. 5 bottles/1962,1969	60
						Green	Sprite	7
					Plain	Clear		5
						Green		15
						Light Green		52
		Kitchen	Storage	Container Glass	Embossed	Clear	Prob. Latchford Gl. Co./since 1957	1
							Two jars	12

Table 1. Summary of Historic Artifacts from 8ES3788 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
RST 4	010-020	Kitchen	Storage	Container Glass	Embossed	Clear		1
		Miscellaneous	Unidentified	Unidentified	Molded	Amber	Two vessels	6
				Unidentified	Plain	Amber	Two vessels	9
				Unidentified		Amber	Two vessels	3
		Indulgence	Beverage	Crown Cap			with plastic liners	12
		Miscellaneous	Unidentified	Fabric		Blue		2
		Miscellaneous	Unidentified	Foil				2
		Transportation	Automobile	Headlamp Cover		Clear		1
		Miscellaneous	Unidentified	Misc Glass	Embossed	Clear		7
					Plain	Amber		22
						Clear	one with maker's mark/since 1954	10
								185
						Yellow		6
		Architecture	Fastener	Nail	Round			3
					Unidentified			5
		Transportation	Automobile	Part				1
		Miscellaneous	Unidentified	Plastic	Melted			7
						Blue		3
						Clear		3
						White		30
						Yellow		1
		Kitchen	Utensil	Plastic Utensil		White	at least 4 forks, 1 spoon, and 1 knife-7 handles	16
		Miscellaneous	Unidentified	Ring				1
		Miscellaneous	Unidentified	Rubber		Black		4
		Miscellaneous	Unidentified	Sheet				17
		Transportation	Automobile	Spark Plug			"A C"	1
		Kitchen	Tableware	Stoneware	Glazed	Brown	"Japan"/after 1921	3
		Miscellaneous	Unidentified	Styrofoam		White	cup?	14
		Personal	Hygiene	Toothpaste Tube				1

Table 1. Summary of Historic Artifacts from 8ES3788 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
RST 4	010-020	Kitchen	Tableware	Tumbler	Plain	Clear		1
		Architecture	Window Pane	Window Glass		Clear		16
		Miscellaneous	Unidentified	Wire				3
RST 4 Total								**871**
RST 5	000-010	Miscellaneous	Unidentified	Misc Glass	Plain	Clear	very thin like lamp glass	1
								3
						Yellow		1
RST 5 Total								**5**
RST 6	000-010	Miscellaneous	Unidentified	Misc Glass	Plain	Clear		1
		Kitchen	Tableware	Tumbler	Fluted	Clear		1
RST 6 Total								**2**
ST 14	000-010	Activity	Laundry	Clothes Pin Spring				1
		Indulgence	Beverage	Container Glass	Applied Color Label	Light Green	Coca Cola	1
		Kitchen	Tableware		Pattern Glass	Clear		2
		Personal	Cosmetics	Cold Cream	Plain	Milk		2
		Miscellaneous	Unidentified	Misc Glass	Embossed	Clear		1
					Maker's mark	Clear	Latchford Glass Co./since 1957	1
					Melted	Clear		4
					Molded	Amber		1
					Plain	Amber		4
						Clear	two very thin shards/ light bulb glass?	19
						Green		2
		Kitchen	Shell	Oyster				2
		Activity	Household	Paint Can			with green paint on rim	2
		Indulgence	Beverage	Plastic				2
		Miscellaneous	Unidentified			Green		1
						White		11

Table 1. Summary of Historic Artifacts from 8ES3788 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
ST 14	000-010	Hardware	Part	Unidentified Part			strap with hinge	2
		Miscellaneous	Unidentified	Unmodified Fossil Coral				1
ST 14 Total								**59**
Grand Total								**950**

Personal items are limited to two cold cream jar fragments and a toothpaste tube. The transportation group is comprised of a spark plug, a clear glass headlamp cover, and an unidentified steel and chrome auto part.

The miscellaneous group consists of a wide variety of items that could not be identified with regard to function. The group is dominated by unidentified glass (n=346). Glass colors include clear (n=291), amber (n=46), yellow (n=7), and green (n=2). Most of the glass was unidentified in terms of vessel forms, but it is probably safe to assume that the vast majority of it is container glass, possibly soda bottles. Only one glass base fragment in the miscellaneous group had a maker's mark. The mark was from Owens-Illinois Glass Company, post-1954 (Toulouse 1971:403). Other materials in the miscellaneous group include plastic (n=64), Styrofoam (n=22), steel (n=21), aluminum (n=11), rubber (n=5), fabric (n=2), composite (n=2), and lithic (n=1).

Interpretations: Artifacts were recovered from the surface and subsurface to a depth of 20 cm. The horizontal distribution of artifacts is far from homogenous. The artifact density at the far north end of the site, especially right at the fence corner, is extremely high and drops off dramatically to the south. Recording shovel test 4 produced 92 percent (n=871) items, not counting the estimated three gallons of glass fragments discarded in the field. Nearby survey shovel test 14 yielded six percent (n=59) of the artifacts in the collection. The other four positive shovel tests together produced the remaining two percent of the assemblage (only two to five artifacts each).

The collection from 8ES3788 included numerous temporally diagnostic artifacts. Dates range from the mid-1950s to the early 1970s, with the majority probably dating to the 1960s. These dates put this site at the cusp between being classified as "historic" or "modern." It is assumed that items were deposited at this location throughout that period, with some deposition in the 1950s, increasing through the 1960s, and then tapering off in the early 1970s.

In terms of function, the collection as a whole somewhat resembles household trash. There is an overwhelming predominance of soda bottles, along with many pieces of plastic utensils, and Styrofoam cup fragments. With the addition of a somewhat random assortment of architectural debris, auto parts, kitchen, and personal items, the collection looks like what might be expected from a trash deposit generated by a working camp.

Though no organic materials were recovered from the excavations, the crew did notice that the grass and weeds were markedly thicker and greener in an area corresponding almost exactly to where we defined the site boundary based on artifact recovery. This observation suggests a higher level of organics in the soil within the site area. This in turn implies that organic material, such as food scraps or other waste may have been dumped here in addition to the types of items recovered by our excavations.

8ES3788 is located on the 4-H property, but outside the 4-H camp proper. It is situated along an access road that predates the camp, but the portion of the road that borders the site has continued to be used through the present. In 1958, close to when 8ES3788 had first seen use, this location was also bordered by a small dirt road or trail. The area of the site was wooded but the area immediately to the north appears to have been cleared for pasture. This location is close to the area most likely to have generated the waste and with easy access, but far enough away and obscured by woods to be out of sight and not create a nuisance. In short, it is typical of the kind of location often selected for trash dumping when proper disposal was impractical.

All of the physical evidence is consistent with an interpretation of 8ES3788 as a refuse disposal site. The material is highly concentrated at a fence corner adjacent to an access road that was historically just inside a wood line. This location is removed from, but relatively close to the most likely origin of the materials in the deposit. The assemblage is consistent with the types of waste that would be expected to be generated by long-term occupation of a working camp. Finally, the remains date to the period from the mid-1950s to the early 1970s, a time when the former 4-H camp was very active, but still in a rural and somewhat remote setting. We feel that the association of 8ES3788 with the 4-H camp is almost certain, and therefore, is included within resource group 8ES3787.

Evaluation & Recommendations

Resource group 8ES3787 consists of a complex of structures making up the former Langley Bell 4-H Center. The center was established in 1943 when M. Langley Bell donated the land. Starting out with just a pond, a small pasture, and a few buildings, the center grew incrementally over the years into the complex it is today. The property includes seven historic structures and nine modern ones, along with an associated trash dump, various fences, sidewalks, and ancillary structures such as a barbeque pit and a campfire circle.

Over the years the center has been used for 4-H camps, retreats, timber projects, livestock projects, and as a meeting site for extension agents. The Langley Bell 4-H Center has been an important part of the local community for 70 years and countless youth have benefited from the 4-H program through it. There are obviously many people in the community with fond memories tied to the center and it clearly has a great deal of sentimental value. However, *value* does not necessarily translate into *significance* and we must evaluate this resource group according to the National Register criteria of significance.

The property should be evaluated within the historic contexts of local agriculture and education. In addition to serving as a location for the local 4-H program, the property was also used for various agricultural, timber, and livestock demonstrations and research projects conducted by the Florida Cooperative Extension, a partnership between the University of Florida Institute of Food and Agricultural Sciences Extension (UF/IFAS), the USDA, and Escambia County. The Langley Bell 4-H Center was a component of a much broader program of agricultural research and education serving the local community.

The Langley Bell 4-H Center was important for research and dissemination of information on agricultural practices, along with providing a location for educating youth through the 4-H program. Again, however, *important* is not the same as *significant*. The property is not directly associated with any particular events that made a significant contribution to the broad patterns of our history, and therefore, is not significant under Criterion A.

M. Langley Bell and M. Langley Bell, Jr. were clearly prominent members of the local community and made great contributions to area youth, both financially and through volunteer work. However, it is difficult to make the jump from prominent to significant in terms of a broad historic context. Even if these gentlemen were considered *significant*, the property itself does not really convey the association, aside from the name. The center does not appear to be associated with the lives of any other persons significant in our past and so it is considered not significant under Criterion B.

The structures themselves are very mundane in terms of architectural design and construction. They are certainly not the work of a master craftsman nor do they possess high artistic values. All of the structures have a very institutional, modern look to them. Even the older buildings have been updated and modernized to at least some extent and all have new roofs. Taken individually or as a group, the structures lack distinctive characteristics and do not really convey a sense of the history of the place. Thus, the property is not significant under Criterion C.

A huge sample of artifacts has already been obtained from the trash dump at 8ES3788 and additional excavations are likely to produce only redundant data. Outside the area of 8ES3788, none of the shovel tests excavated within resource group 8ES3787 was positive. It is unlikely that additional subsurface deposits of any consequence are present at the site. All of the standing structures have been documented with notes and photographs and it is unlikely that more detailed inspections will produce much, if any additional information of historical importance. Any additional historical information of value is far more likely to be obtained through archival research and personal interviews, than by further fieldwork. Therefore, we do not feel that it is significant under Criterion D.

Resource group 8ES3787 and its associated structures and component site must be, in our opinion, evaluated as not significant as it fails to meet the eligibility criteria for listing on the NRHP. No further work is recommended. However, in consideration of the importance and value many people in the local community clearly place on the property, NFCU may wish to consider some form of mitigation. For example, NFCU might consider placing a historic marker or commemorative plaque somewhere on the property. Another suggestion might be creation of an interpretive display, such as a collection of historic photographs of the camp along with a brief historic narrative, or perhaps even a scale model of the camp. In fact, NFCU plans to install a memorial on the property to commemorate the 4-H Center. No specific plans are in place, but NFCU is currently working with a 4-H appointed committee to develop ideas and identify an appropriate location for such a memorial (Kim Aderholdt, personal communication 2013).

Site Description

8ES3789

Setting: 8ES3789 is located at the far northern extremity of the project area, in the small wooded area immediately to the west of the K-9 training facility. It is situated on the crest of a northwest-southeast trending ridge at an elevation of 125 ft amsl. Slope is negligible.

The location is wooded, with a closed canopy of mixed hardwoods, mostly live oak and laurel oak, along with red oak, magnolia, and hickory. The canopy includes several live oaks and one red oak that are of considerably greater size than the rest of the trees on the site (Figure 30). Several of these may have been mature trees when the site was occupied, while most of the others have grown up since abandonment of the site.

Figure 30. View of large red oak surrounded by dense understory, facing south-southeast from AC 2

The understory is quite dense with various shrubs, all very much overtaken by green brier and fox grape. The understory is dominated by an unidentified shrub that is probably an ornamental that was originally planted in the area when the site was occupied. Other understory plants include yaupon holly, blackberry, sparkleberry, and a variety of tree saplings. Ground cover is fairly sparse, consisting principally of the aforementioned vines along with occasional tree seedlings. However, surface visibility is poor due to heavy leaf litter.

Disturbance at the site is severe. The structures have been razed and only remnants of the foundations remain. The surface around much of the eastern and southern perimeter of the site is heavily disturbed and is covered with many low irregular spoil piles. It is unknown, however, if this ground disturbance occurred during construction of the structures at the site, when the structures were razed, or more recently. In addition, several very large trees have fallen on the site. The roots of one of these pulled up much of the brick in Artifact Concentration 4 in the root mass when it fell (see below).

Soil at this location is mapped as Lucy loamy sand (USDA 2004:Sheet 34). This is a very deep, well-drained soil on nearly level summits of ridges with long, smooth slopes. Shovel tests excavated at the site exhibited stratigraphy consistent with Lucy series soils. For example, recording shovel test 3 had an Ap horizon of grayish brown (10YR 5/2) loamy sand to a depth of 13 cm, above an E horizon of yellowish brown (10YR 5/6) loamy sand to 50 cm below the surface.

Current Work: The site was identified when several surface artifacts, mainly bricks, were observed between survey shovel tests 103 and 104 (Figure 31). The area was subjected to an intensive surface inspection, during which four artifact concentrations were identified (designated ACs 1, 2, 3, and 4). Other individual artifacts, including bricks, bottle glass, ceramic fragments, tire remnants, and a barrel hoop, were also observed scattered lightly across the site area. A surface collection was made, limited mainly to diagnostic artifacts. A metal detector sweep was also conducted at the site. This revealed a light to moderate scatter of subsurface metal hits over most of the site, with denser concentrations of metal indicated at artifact concentrations 1 and 2.

Twelve recording shovel tests were excavated at the site to delineate the site boundary and sample the subsurface deposits in and around the surface concentrations. Four of the recording shovel tests recovered cultural material. The negative recording shovel tests indicate the site is confined to an area roughly 55 m by 50 m, oriented north-south with a somewhat rectangular configuration. Including negative survey shovel test 103 which was also used to delimit the site, a total volume of 1.9125 cubic meters of soil was excavated at 8ES3789.

AC 1 is located in the western portion of the site (Figure 32). It encompasses a low, linear brick pile in a discontinuous rectangular pattern (Figure 33). Probing revealed that additional brick is present just beneath the surface between visible bricks. The rectangular area outlined by the bricks is approximately 5 m by 3.5 m, oriented north-south. The brick pile

appears to be the remnant of a brick foundation for a small structure. The overall artifact concentration measures 15 m north-south by 10 m east-west.

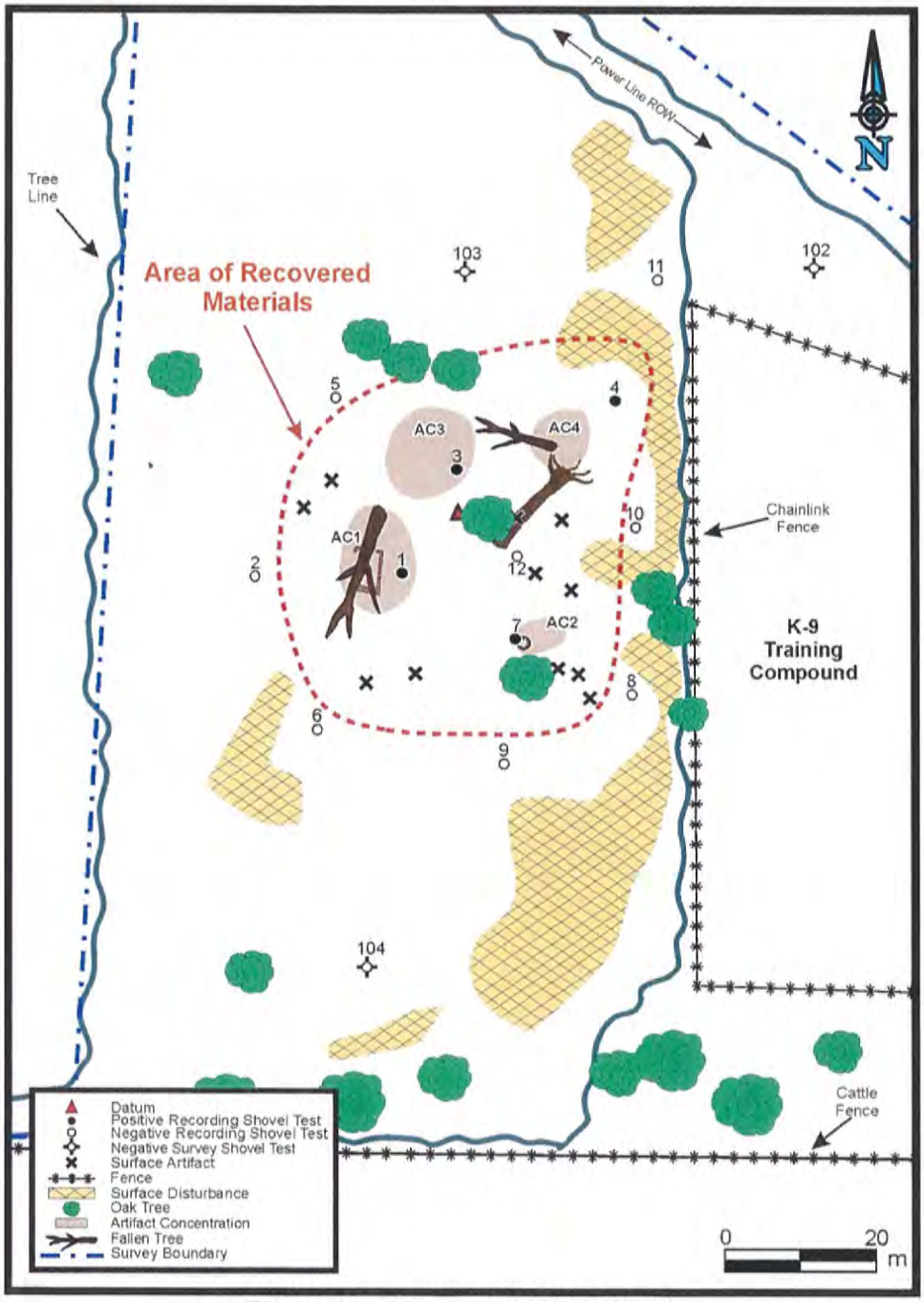

Figure 31. Sketch map of 8ES3789

Figure 32. View of AC 1, facing southwest

Figure 33. Close up of southeast corner of brick pile in AC 1, facing north-northwest

Besides brick, other artifacts include mortar, glass jars and bottles, glass and ceramic fragments, large pieces of painted, ferrous sheet metal, a small scrap of corrugated metal roofing material, and a few oyster shells. The strong metal signature produced during the metal detector sweep was no doubt due to the large pieces of sheet metal. Recording shovel test 1 was excavated within AC 1, just to the east of the brick pile. Glass and sheet metal fragments were recovered from zero to 10 cm.

AC 2 is a small concentration of about 10 bricks, mortar fragments, and a few small chunks of hardened tar. AC 2 measures 7 m by 4 m and oriented east-west. It is located 15 m southeast of AC 1 and less than five meters north of the massive red oak, near the southeastern site boundary. The strong metal signature observed during the metal detector sweep was concentrated in a small depression at the western end of AC 2. The shallow depression measures approximately 165 cm in diameter. Recording shovel test 7 was excavated on the northwestern edge of the depression.

An intact line of brick, as well as mortar and several loose bricks were encountered from zero to 10 cm in recording shovel test 7. The line of brick was identified as Feature 1 and recording shovel test 7 was expanded 50 cm to the east to better expose the feature (Figure 34). Excavation was halted at a depth of 15 cm so as to leave Feature 1 intact.

Figure 34. View of recording shovel test 7 and Feature 1 in AC 2, facing west

Probing outside of recording shovel test 7 suggests that Feature 1 extends in an essentially unbroken circle around the interior of the depression. Feature 1 is clearly the subsurface remnant of a brick-lined well. Loose bricks and wire fragments were recovered from the interior of the well, while a few bricks and a large amount of mortar were noted around the outside (Figure 35).

Figure 35. Close-up view of Feature 1 in AC 2, facing north

AC 3 is located about five meters northeast of AC 1. It consists almost entirely of brick, along with several cinderblocks and large chunks of concrete, a few fragments of window pane glass, and a ceramic tile fragment. Recording shovel test 3 was excavated within the area of AC 3 and recovered brick and mortar fragments from aero to 10 cm. The overall concentration is roughly circular, measuring approximately 13 m across. There is a pattern of what appear to be foundation piers, some made of mortared brick (Figure 36), some of concrete and brick fragments (Figure 37), and others of solid concrete (Figure 38). The apparent foundation piers and pier remnants are spaced roughly two to three meters apart in a rough grid.

A linear concentration of brick, 3 m wide by 10 m long, extends from east to west across the northern portion of AC 3 (Figure 39). Around half of these are fire bricks and half are common bricks, whereas nearly all of the bricks in the remainder of AC 3 are common bricks. In fact, almost all of the brick across the rest of the site is common brick. The high proportion of fire brick, as well as the linear configuration, strongly suggests that the concentration of brick in the northern portion of AC 3 is a chimney fall.

Figure 36. Remnant of brick and mortar foundation pier in AC 3

Figure 37. Squared brick and concrete foundation pier in AC 3

Figure 38. Concrete foundation pier in AC 3

Figure 39. View of linear brick concentration within AC 3, facing west

AC 4 is located in the northeastern portion of the site, about eight meters east of AC 3. AC 4 consists entirely of common bricks, brick fragments, and mortar scattered over a roughly circular area, 8 m in diameter. The majority of the brick is concentrated between and within the root masses of two large fallen oak trees (Figure 40). For this reason no shovel tests were

excavated in AC 4, but recording shovel test 4 was excavated a few meters to the northeast. Several fragments of brick and glass were recovered from zero to 10 cm.

Figure 40. View of AC 4, facing southeast

Artifacts: The collection from 8ES3789 includes a total of 80 individual items (Table 2). This figure does not include any of the items left at the site. Materials include ceramic, glass, metal, and other.

The artifacts belong to five different functional categories: agriculture (n=5), architecture (n=34), indulgence (n=1), kitchen (n=1), and miscellaneous (n=39). The agriculture items are all fragments of fence wire, two of which are barbed. The architectural group is comprised of one piece of terracotta floor tile, one piece of glazed porcelain tile, one shard of window pane glass, 30 brick fragments, and a chunk of mortar. The indulgence item is a clear glass soda bottle. The bottle bears the maker's mark of Knox Glass Company indicating it was manufactured between 1932 and 1953 (Toulouse 1971:271). The kitchen item is a fragment of a whiteware plate with blue transfer print.

The miscellaneous group includes a clear glass jar, a clear glass bottle, and an aqua glass bottle base. These three items all have maker's marks: Hazel-Atlas Glass Company, 1920 to 1964 (Toulouse 1971:239), Owens-Illinois Glass Company, "Duraglas," after 1940 (Toulouse 1971:403), and Owens-Illinois Glass Company, 1929 to 1954 (Toulouse 1971:403). Other miscellaneous items include three unidentified shards of clear glass, a piece of hardened tar, a wood fragment, nine fragments of ferrous sheet metal, and 22 pieces of fired clay.

Table 2. Summary of Historic Artifacts from 8ES3789

Provenience	Depth	FuncGroup	FuncCat	Artifact	/Decoration	Detail	Comments	Total
AC 1	Surface	Architecture	Building material	Terracotta	Plain	Red		1
		Indulgence	Beverage	Container Glass	Maker's mark	Clear	Knox Glass Co./1932-1953	1
		Kitchen	Tableware	Whiteware	Transfer Print	Blue	Blue Willow Pattern	1
		Miscellaneous	Unidentified	Container Glass	Maker's mark	Aqua	Owens Illinois Glass Co./1929-1954	1
						Clear	"Duraglas"/1940+	1
							Hazel-Atlas Glass Co./1920-1960	1
AC 1 Total								**6**
AC 2	Surface	Miscellaneous	Unidentified	Tar				1
AC 2 Total								**1**
AC 3	Surface	Architecture	Building material	Porcelain	Glazed	Green		1
			Window Pane	Window Glass		Clear		1
AC 3 Total								**2**
RST 7	Surface	Agriculture	Fencing	Barbed Wire			Feature 1	2
				Wire			Feature 1	3
		Architecture	Building material	Brick	Common		Feature 1	12
		Miscellaneous	Unidentified	Fired Clay			Feature 1	22
				Wood			Feature 1	1
RST 7 Total								**40**
RST 1	000-010	Miscellaneous	Unidentified	Misc Glass	Plain	Clear		1
				Sheet				9
RST 1 Total								**10**
RST 3	000-010	Architecture	Building material	Brick	Common		probably all from one brick	14
				Mortar				1
RST 3 Total								**15**
RST 4	000-010	Architecture	Building material	Brick	Common			4

Table 2. Summary of Historic Artifacts from 8ES3789 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	/Decoration	Detail	Comments	Total
RST 4	000-010	Miscellaneous	Unidentified	Misc Glass	Molded	Clear		1
					Plain	Clear		1
RST 4 Total								**6**
Grand Total								**80**

Interpretations: Four of the recording shovel tests excavated at 8ES3789 were positive for historic materials. Artifacts were recovered from zero to 10 cm in all cases with the exception of recording shovel test 7 which had artifacts within Feature 1 to at least 15 cm. Though excavation was halted at 15 cm, it is highly likely that the deposit extends to considerable depth within Feature 1. While shovel testing did confirm the presence of a brick-lined well (Feature 1), no other subsurface features were encountered and no occupational midden was observed.

There is no meaningful horizontal variation when considering the subsurface recovery alone. However, surface remains exhibit clear spatial patterning. The four artifact concentrations all clearly represent former structures. Isolated artifacts are distributed somewhat evenly in a light scatter between and surrounding the structural remains. None of the observed artifacts are more than 10 m from any of the former structures.

AC 2 consists primarily of bricks from the above-ground portion of the brick-lined well. The subsurface portion of the well is still intact, though it has been filled-in with soil. The wood fragment and bits of wire found in recording shovel test 7 are obviously fence remnants redeposited here from elsewhere on the site. The two pieces of hardened tar could be random discard, but may indicate the use of tar as a sealant on the roof or siding of one of the other structures.

Moving clock-wise around the site, AC 1 is the remnant of a small structure with a solid brick and mortar foundation. The structure's dimensions are estimated at 12 ft by 16 ft based on the outline made by the brick pile, though it may have been slightly smaller. Walls were likely framed and sided with wood, though no boards were observed during the current work. They may have been salvaged when the site was abandoned. The small piece of corrugated steel suggests a metal roof. The painted sheet metal could have been used for part of the siding, roof, or both. AC 1 had the greatest diversity in terms of artifact types and contained the lion's share of non-architectural artifacts at the site, including virtually all of the jars and bottles. AC 1 is tentatively interpreted as a storage shed due to the relatively small size of the structure and the relatively high quantity of container glass.

AC 3 is believed to be the remains of a small, very simple wood frame house. Again, no boards were recovered during the current work, but it may have been salvaged. The linear brick concentration is almost certainly a chimney fall, indicating a chimney somewhere along the north wall of the house. The structure is estimated to have measured approximately 20 ft by 30 ft based on the distribution of the foundation piers and relative position of the chimney fall. Several pieces of window pane glass indicate the structure had at least one glass window. The green ceramic tile may have come from either a bathroom or kitchen. No evidence of plumbing or electricity was observed. Curiously, no domestic or personal items were recovered either.

AC 4 exhibits no observable pattern to indicate what type of structure it was. Most of the brick is embedded in the roots of a large fallen tree or clustered around the base of the tree. One section of several bricks still held together with mortar. Much of the brick and mortar in the root

mass is highly fragmented, suggesting that the tree grew through, or at least adjacent to the structure before falling over. No other artifacts were observed in AC 4, though a barrel hoop and a tire were found nearby and two pieces of clear glass were recovered in recording shovel test 4. Given the size of the concentration, this was likely a small outbuilding with a brick foundation. The layout and function of this structure cannot be determined from the data at hand.

To summarize, the site appears to be a farmstead with a small house, a storage shed, and at least one other small outbuilding, along with a brick-lined well. The structures are arranged in a fairly compact site layout, all of which was probably surrounded by a wire fence. The site layout is evident on the 1951 aerial photograph (Figures 41 and 42).

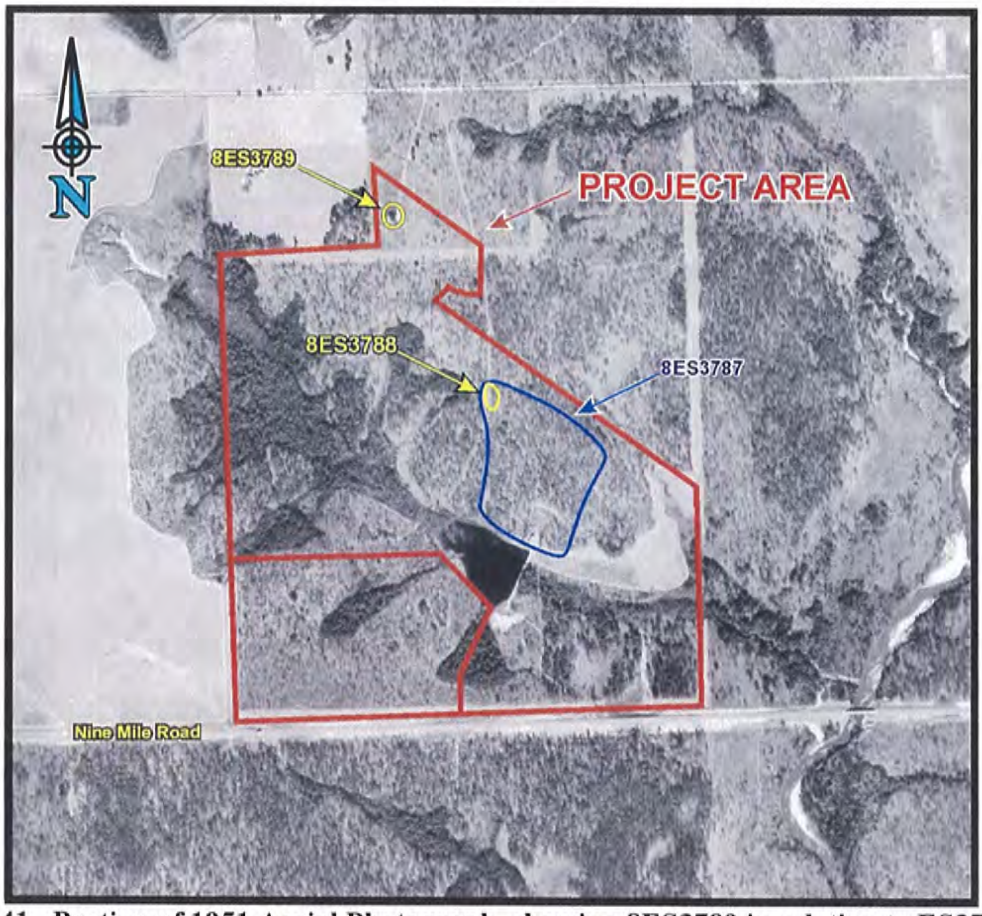

Figure 41. Portion of 1951 Aerial Photograph, showing 8ES3789 in relation to ES3787 and ES3788 within the project boundary

Figure 42. Close up of 8ES3789 on the 1951 aerial photograph

Chronologically speaking, the site appears to have been occupied for only a short time. Long-term historic occupation sites tend to produce sheet midden, but none was encountered at 8ES3789. The temporally diagnostic artifacts range from 1920 to 1964. However, when considering only the range in which all manufacture dates overlap, a much tighter cluster emerges between 1940 and 1954.

This date range is entirely consistent with what can be seen in the historic aerial photographs. There is no evidence of a structure or other activity in the 1940 photograph (refer to Figure 5). The site is clearly visible and looks to be in use in the 1951 photograph (refer to Figures 6 and 41). The site appears to be slightly overgrown in the 1958 aerial photograph, suggesting fairly recent abandonment (Figure 42).

Figure 43. Close up of 8ES3789 on the 1958 aerial photograph

The owner of the property during the period in question is currently unknown. A cursory search of online sources turned up no information in this regard and a courthouse records search is beyond the current scope. While it is currently part of the 4-H camp property, this parcel does not appear to have been part of the original 400 acres donated by M. Langley Bell, Sr. to the 4-H program. This parcel may have been added later on, perhaps following the construction of Interstate 10 in the 1960s, which bisected this quarter-section parcel and also alienated the northeastern-most portion of the original 4-H property.

Evaluation & Recommendations: 8ES3789 is interpreted as a farmstead or residence with several outbuildings, including a storage shed and brick-lined well. The site was established sometime during the 1940s and occupied only for a short period before being abandoned sometime in the 1950s. Not counting the numerous bricks, the overall artifact density is extremely low. Aside from the well, no subsurface features or occupational middens were encountered. These observations are consistent with a brief occupation of the site.

Without additional archival research, any potential association of this site with events or persons significant to local or regional history cannot be determined with certainty. However, given the information at hand either of these appears highly unlikely. From what little remains of the structures, there is little indication of any distinctive architectural characteristics or value. We do not feel that the site can be viewed as significant in terms of Criteria A, B, or C. Even if any of these criteria were met, the structures have been razed and the site lacks the integrity necessary to convey any such potential historical significance.

Information gathered during survey and site recording has enabled the determination of site layout, including the number of structures, approximate dimensions, and likely function. Additional documentation of the structural remains is not likely to provide much elaboration in these regards. A fairly firm date for the occupation has also been determined and there is no need to obtain additional diagnostic artifacts. Given the brief occupation and resulting lack of midden and paucity of domestic or personal artifacts, it is considered unlikely that additional excavations at the site would provide much archaeological data of any real value. In our opinion, this site is not significant under Criterion D.

8ES3789 lacks both significance and integrity. Therefore, it should be evaluated as ineligible for listing on the NRHP. We recommend no further work at this site.

Archaeological Occurrence

AO-1

This isolated occurrence was identified when survey shovel test 64 yielded a single Carrabelle Punctated ceramic rim sherd between 40 and 50 cm. The find is located at an elevation of 80 ft amsl on the side slope of a small southwest-northeast trending ridge. The nearest source of fresh water is a small seep head, approximately 30 m to the north and five feet

lower in elevation. Vegetation consists of a closed canopy of slash pine, laurel oak, and magnolia, with a moderately dense understory of various small trees and shrubs.

Six additional shovel tests were excavated around the find, placed judgmentally at 10 to 20 m intervals. All of these were sterile and no additional artifacts were recovered. As an archaeological occurrence, this find is categorically ineligible for listing on the NRHP. No further work is recommended.

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CHAPTER FIVE
MANAGEMENT RECOMMENDATIONS

Unit Summary

PTA conducted a cultural resources survey of the 240-acre property formerly known as the Langley Bell 4-H Center. The survey was conducted in March of 2013 on behalf of NFCU. The entire property was inspected by pedestrian survey and a total of 138 (104 survey and 34 recording) shovel tests were excavated. The effort resulted in the identification of one historic cultural resource group containing one archaeological site, and seven historic structures, as well as a number of modern structures. An additional historic site and a prehistoric archaeological occurrence were also identified (Table 3).

Table 3. Summary of Cultural Resources Identified Within the Project Area

Occurrence Type	Site No.	Eligibility	Threats	Testing Priority
Resource Group	8ES1387	Ineligible	n/a	n/a
Archaeological Site	8ES1388	Ineligible	n/a	n/a
Archaeological Site	8ES1389	Ineligible	n/a	n/a
Historic Structure	8ES1390	Ineligible	n/a	n/a
Historic Structure	8ES1391	Ineligible	n/a	n/a
Historic Structure	8ES1392	Ineligible	n/a	n/a
Historic Structure	8ES1393	Ineligible	n/a	n/a
Historic Structure	8ES1394	Ineligible	n/a	n/a
Historic Structure	8ES1395	Ineligible	n/a	n/a
Historic Structure	8ES1396	Ineligible	n/a	n/a
Archaeological Occurrence	AO-1	Ineligible	n/a	n/a

All of the cultural resources identified during the course of this survey have been evaluated as ineligible for listing on the NRHP. No further work is recommended. As previously stated, NFCU has already taken the initiative in this regard and plans to install a memorial on the property to commemorate the Langley Bell 4-H Center. No specifics are available as yet, but NFCU is currently working with a 4-H appointed committee to develop ideas for the memorial and to determine the ideal location for its placement on the property (Kim Aderholdt, personal communication 2013).

Unexpected Discoveries

If ground-disturbing activities take place at the subject property and unexpected discoveries, such as Native American graves or lost historic cemeteries are encountered, then work will cease immediately. The client will notify the Florida SHPO within 24 hours at (850) 245-6333 to begin procedures that are outlined in Chapter 872, F.S. (Florida's Unmarked Burial Law).

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FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

Ms. Kimberly Aderholdt
Navy Federal Credit Union
5550 Heritage Oaks Drive
Pensacola, Florida 32526-7859

May 13, 2013

Re: DHR Project File No.: 2013-01747 (2013-00317, -01292)
FDEP Permit Application No.: 17185770005
Received by DHR: April 30, 2013
Cultural Resources Survey of 240 Acres of Planned Campus Expansion on Navy Federal Property, Pensacola, Florida

Dear Ms. Aderholdt:

Our office received and reviewed the above referenced survey report in accordance with Section 106 of the *National Historic Preservation Act of 1966* (Public Law 89-665), as amended in 1992, and *36 C.F.R., Part 800: Protection of Historic Properties*, and Chapters 163, 267, and 373 of the *Florida Statutes*, for possible adverse impact to cultural resources (any prehistoric or historic district, site, building, structure, or object) listed, or eligible for listing, in the National Register of Historic Places (NRHP).

In March 2013, Prentice Thomas & Associates, Inc. (PTA) conducted an archaeological and historical Phase I survey on behalf of the Navy Federal Credit Union (NFCU) for the tract proposed for their campus expansion. PTA identified one previously unrecorded resource group (8ES3787) consisting of seven historic structures (8ES3790 – 8ES3796) and one archaeological site (8ES3788), as well as another previously unrecorded archaeological site (8ES3789) and an archaeological occurrence within the project tract during the investigation.

The historic structures at the Langley Bell 4-H Center (8ES3787) include a kitchen/dining hall (8ES3790), a storage shed (8ES3791), the former caretaker's house (8ES3792), and four cabins that are now used for storage (8ES3793 – 8ES3796). The resource group also includes a large historic refuse site (8ES3788) with mid-twentieth century artifacts associated with the former 4-H camp. Although important to the local community, the Langley Bell 4-H Center does not have the historical or architectural significance or the research potential required for listing in the NRHP. However, NFCU plans to erect a memorial to commemorate the 4-H Center.

PTA identified an historic farmstead or residence site (8ES3789) from the mid-twentieth century. Despite the intact structural remains, site 8ES3789 does not appear to contain sufficient research potential to warrant listing in the NRHP since it was occupied for a short time and only contains a small quantity of domestic or personal artifacts.

PTA determined that the proposed campus expansion will have no effect on cultural resources listed, or eligible for listing in the NRHP, or otherwise of historical, architectural, or archaeological significance. PTA recommends no further investigation of the parcel, but does suggest that the former Langley Bell 4-H Center be commemorated with an onsite memorial.

Based on the information provided, our office concurs with these determinations and finds the submitted report complete and sufficient in accordance with Chapter 1A-46, *Florida Administrative Code.*

For any questions concerning our comments, please contact Rudy Westerman, Historic Preservationist, by electronic mail at Rudy.Westerman@DOS.MyFlorida.com, or by phone at 850.245.6333. We appreciate your continued interest in protecting Florida's historic properties.

Sincerely,

Timothy A. Parsons, DSHPO for

Robert F. Bendus, Director
Division of Historical Resources
and State Historic Preservation Officer

Appendix "F"

A copy of the deed for the Navy Federal Credit Union Master Plan Expansion parcel (4H parcel) as recorded in OR Book 6893, Page 907, of the public records of Escambia County, Florida

A copy of deeds for the Navy Federal Credit Union Heritage Oaks Commerce Park parcels

Recorded in Public Records 08/09/2012 at 02:07 PM OR Book 6893 Page 907, Instrument #2012061437, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $69.50 Deed Stamps $25200.00

+ 25,200.00
R - 69.50

Prepared by
John W. Monroe, Jr., of
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502
N0033-126527

TRUSTEES' DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This indenture, made on August 9, 2012, by ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, AS TRUSTEES FOR THE ESCAMBIA COUNTY 4-H COUNTY COUNCIL, whose address is 221 Palafox Place, Suite 420, Pensacola, FL 32502 (GRANTOR), AND NAVY FEDERAL CREDIT UNION, a federally chartered credit union whose address is 820 Follin Lane, Vienna, VA 22180 (GRANTEE).

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situated in Escambia County, Florida being more particularly described as follows:

FOR LEGAL DESCRIPTION, SEE THE ATTACHED EXHIBIT A, CONSISTING OF ONE PAGE AND MADE A PART HEREOF BY REFERENCE.

Together with all the improvements located thereon, and all tenements, hereditaments, and appurtenances belonging or in any way appertaining to it, and all the right, title, interest, claim, and demand whatsoever which Grantor has in and to the property.

This conveyance is subject to real property taxes for the year 2012 and subsequent years; conditions, easements and restrictions of record, if any but this reference can not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities, and subject to all rights, title, interests or claims of adjoining property owner by reason of, or reflected by, the overlap created by deed recorded in O.R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on the survey prepared by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Grantor further covenants with Grantee that Grantor has good right and lawful authority to convey the property and Grantor warrants the title to the property of any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor. Provided, however, notwithstanding the foregoing, no covenants or warranties are given with respect to that portion of the above described real property that is subject to the overlap created by deed recorded in O. R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on survey by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Attached hereto as Exhibit "B" are the original minutes of the meeting of the Escambia County 4H County Council, signed by the President and attested by the Secretary, evidencing the authority of the Trustees to convey the property herein described.

The undersigned are executing this Deed solely in their capacity as the Trustees for the Escambia County 4-H County Council, and no obligation or liability arising from this document is intended to be, nor shall it be, binding upon or accrue to the undersigned, individually, or to Escambia County or its governing body, the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

WITNESSES:

Print Name:

Print Name:

E. Dean Kirschner

Print Name: E. Dean Kirschner

Dianne C. Simpson

Print Name: Dianne C. Simpson

Aretta Green

Print Name: Aretta Green

Dianne C. Simpson

Print Name: Dianne C. Simpson

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA,
AS TRUSTEES FOR THE ESCAMBIA
COUNTY 4-H COUNTY COUNCIL

Unable to Sign due to Conflict-
See Attached Exhibit C for 8B
By: Memorandum of Voting Conflict
Wilson Robertson, as Trustee

By: Gene Valentino
Gene Valentino, as Trustee

By: Marie Young
Marie Young, as Trustee

Rebecca L. Azelton
Rebecca L. Azelton
Print Name:

Dianne C. Simpson
Dianne C. Simpson
Print Name:

By: _____
Grover Robinson, as Trustee

Dawn Troche
Print Name: Dawn Troche

Dianne C. Simpson
Print Name: Dianne C. Simpson

By: _____
Kevin White, as Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by GENE VALENTINO, As ~~Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by MARIE YOUNG, ~~As Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of July, 2012, by GROVER ROBINSON, ~~As Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by KEVIN WHITE, ~~As Trustee for the~~ Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

H:\MKK\Closings\NFCU pf 4H\Trustees Deed2.subjtooverlap

EXHIBIT A

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:
A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:
Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

Also less and except any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.

EXHIBIT "B"

Minutes of the meeting of Escambia 4-H County Council
April 23, 2012

The purpose of the meeting was to conduct a vote of the Voting Delegates on whether or not to authorize the sale of the Langley Bell Center property to Navy Federal Credit Union under terms and conditions provided to the Voting Delegates in previous meetings.

Voting was held in two locations: Extension Service Offices at Stefani Road and the Warrington Fire Department.

Voting was by secret Ballot and voting was conducted in cooperation with the Escambia County Supervisor of Elections Office.

The Ballots were counted by an employee of the Elections Office, and the tally was as follows:

21 Yes (authorizing the sale)

16 No (against authorizing the sale)

0 Invalid Ballots (if any and reason not counted)

ATTEST:

Mackenzie Helmick
~~McKenzie Helmick~~ Mackenzie Helmick
Secretary

Devin Bell
President

EXHIBIT "C"

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME-FIRST NAME-MIDDLE NAME Robertson, Wilson B.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Board of County Commissioners
MAILING ADDRESS 221 Palafox Place, Suite 400	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY X COUNTY ☐ OTHER LOCAL AGENCY
CITY Pensacola COUNTY Escambia	NAME OF POLITICAL SUBDIVISION Escambia County, Florida
DATE ON WHICH VOTE OCCURRED October 21, 2010	MY POSITION IS: x ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Wilson B. Robertson, hereby disclose that on October 21, 2010

(a) A measure came or will come before my agency which (check one)

☐ inured to my special private gain or loss;

☐ inured to the special gain or loss of my business associate, _____

☐ inured to the special gain or loss of my relative, _____

☐ inured to the special gain or loss of, _____, by whom I am retained; or

X inured to the special gain or loss of, Navy Federal Credit Union, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I declare a voting conflict pursuant to § 112.3143, Fla. Stat., with regards to a Special Board Meeting held on October 21, 2010, to meet as the Trustees for the Escambia County Council of 4-H Clubs. My company, Robertson Curtis, Inc., is a subcontractor for Greenhut Construction who has the contract with Navy Federal Credit Union.

Wilson B. Robertson

Date Filed October 21, 2010 Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement), is entered into this 11th day of March, 2003, between Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners, whose mailing address is 223 Palafox Place, Pensacola, Florida 32501 (Seller), and Navy Federal Credit Union, whose address is 820 Follin Lane, Vienna, Virginia 22180 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property located in Escambia County, Florida and described as follows:

Legal Description (Property) - See Exhibit A

Parcel Identification Number: A portion of 04-1S-31-1101-000-000

and;

WHEREAS, the sale of the Property was the subject of an Invitation to Bid, Specification No. PD 02-03.17 (Bid Invitation); and

WHEREAS, at a duly advertised Board of County Commissioners' meeting on January 9, 2003, Seller accepted the bid of Buyer, made pursuant to the Bid Invitation; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement for Sale and Purchase and to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Recitals. The above recitals are made a part of the Agreement.

2. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement and pursuant to the terms of the Bid Invitation. To the extent that there exists any conflict between the provisions of the Invitation to Bid and the terms of the Agreement, the Invitation to Bid shall control over the Agreement (except as to the date of closing).

3. Purchase Price and Method of Payment. The purchase price for the Property is Three Hundred Seventy-Three Thousand Eight Hundred Dollars ($373,800) and must be paid by wire

transfer, certified or official check at closing.

The foregoing purchase price for the Property is calculated by multiplying Twenty Thousand Dollars ($20,000.00) by the number of acres constituting the total area Property, which number is 18.69 and is subject to verification by Buyer's surveyor prior to the Closing (as such term is defined herein).

The sum of Forty Thousand and 00/100 Dollars ($40,000.00), in the form of cash or an irrevocable letter of credit, ("Deposit") shall be deposited by Buyer with a title insurance company acceptable to Buyer in its sole and absolute discretion to serve as escrow agent ("Escrow Agent"), within ten (10) days of the full execution of this Agreement by Buyer and Seller.

4. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 45 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for those exceptions identified in Paragraph 11 of this Agreement entitled "Conveyance of Property." Seller is not obligated to provide Buyer with a title insurance commitment. Buyer shall obtain from a title insurance company, chosen by Buyer in its sole and absolute discretion (the "Title Company"), a title insurance commitment for the issuance of an owner's title insurance policy at standard rates.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Paragraph 11, Buyer shall notify Seller in writing no later than the 45th day after the date of this Agreement. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title which are either not acceptable nor contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

Seller must within fourteen days following receipt of written notice of the existence of Title Defects notify Buyer in writing of those matters that it will address and cure and those matters that it will not cure, and thereafter undertake a good faith effort to and, in fact, cure or eliminate those Title Defects Seller stated it will cure in the aforementioned notice to Buyer. In the event that the response of Seller to the Buyer's Title Defects ("Seller's Response Letter") is unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the tenth (10th) day following Buyer's receipt of the Seller's Response Letter. If Buyer exercises such right to terminate, this Agreement shall be of no further force and effect, the Deposit shall be promptly returned to Buyer, with no setoff, fee, or cost to Buyer of any kind or nature and the parties hereto shall have no further obligation to one another with respect to this Agreement. If Seller is unable to cure or eliminate those Title Defects prior to closing after making a good faith effort to do so, Seller shall notify Buyer in writing prior to closing of its inability. Buyer and Seller may then (a) extend the time allowed for removal of Title Defects and the time of closing; or (b) Buyer may waive Title Defects and proceed with closing; or (c) either Buyer or Seller may withdraw from the transaction and terminate the obligations under the Agreement upon which the Deposit shall be promptly returned to Buyer. Buyer agrees any that Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by

Buyer.

5. Survey. Buyer shall have a contingent study period of not less than ninety (90) days beginning on that date after which both Seller and Buyer have fully executed this Agreement ("Study Period"). During the Study Period, Buyer will evaluate the Property related to a variety of physical, legal, title, survey, economic, environmental, development and operational issues at its sole cost and expense. Buyer will be free to terminate the Agreement at any time and for any reason during the Study Period at which time the Deposit will be promptly returned to Buyer with no setoff, fee, or cost to Buyer of any kind or nature. Such termination rights of Buyer during the Study Period shall also apply to Buyer becoming fully satisfied that its goals and standards for certain state and county municipal incentives are sufficient to justify this purchase. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey which adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Paragraph 4 of this Agreement.

6. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. If Buyer is unable to obtain financing prior to closing after making a good faith effort to do so, Buyer shall notify Seller in writing of its inability. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Paragraph 23.

7. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller will neither commit nor permit waste, deterioration or other destruction of the Property prior to that time.

8. Condition of Property. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this Paragraph expressly survive the closing of the Agreement.

9. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide prior notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any environmental assessments and soil tests conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means an open or obvious condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an eminent and substantial danger to the public health or welfare. Upon receipt, either party shall have the unilateral right within 10 days to notify the other that it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease and the deposit shall be promptly returned to the Buyer. However, nothing in this paragraph shall preclude the parties, prior to termination of the Agreement, from negotiating an extension of the closing date to allow Seller, at its discretion, the opportunity to remedy the defect.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights. Buyer will provide to Seller copies of all inspection and investigation reports that Buyer receives if this Agreement is terminated by Buyer pursuant to this Paragraph.

10. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, 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.

11. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title (Permitted Exceptions):

a. Ad valorem real property taxes for the years subsequent to the time of closing and applicable land use regulations.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section

270.11, Florida Statutes.

c. Easements and restrictions of record as of the date of this Agreement together with the Plat of Heritage Oaks Commerce Park and the Declaration of Covenants, Conditions and Restrictions of Heritage Oaks Commerce Park contemplated herein (and Seller agrees that it shall not permit any other documents affecting the Property to be recorded in the public records between the date of this Agreement and the date of closing except for the Plat of Heritage Oaks Commerce Park and the Declaration of Covenants, Conditions and Restrictions of Heritage Oaks Commerce Park).

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Paragraph 4.

12. Closing. If Buyer has not terminated this Agreement on or before the expiration of the Study Period, the Closing of the sale of the Property shall occur upon the date ("Closing Date") that is the earlier of: (a) thirty (30) days after the expiration of the Study Period; or (b) such earlier date as shall be reasonably requested by Buyer. That period of time beginning on the first day after the expiration of the Study Period and continuing until the actual date of the Closing is hereafter referred to as the "Pre-Closing Period". Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller, the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 14 West Government Street, Room 411, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents.

13. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER	
_____	__X__	Deed Documentary Stamps
_____	__X__	Survey, if any
_____	__X__	Recording (Deed)
_____	__X__	County Attorney's Fees (Document Preparation)
_____	__X__	Title Insurance, if any
_____	__X__	Structural and Environmental Inspections, if any

_X_ _____ Real Estate Professional Fee or Commission, if any

14. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes, if any, assessed against the Property after closing. Seller is exempt from ad valorem taxes and will not pay ad valorem taxes on the Property, either on a prorated basis nor otherwise.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

c. Seller will solely bear, at its sole cost and expense, common area maintenance fees and costs, utility costs and insurance costs related to the Property during the Study Period and the Pre-Closing Period.

15 Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. Seller has no knowledge of any pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement or impact Buyer's intended development and use of the Property.

e. There are no known pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development

regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. Seller has not executed any other agreements, contracts or options for the sale of all or any portion of the Property, and there are no existing or pending contracts of sale, options to purchase or rights of first refusal (or the like).

g. The execution and delivery by Seller of, and the performance and compliance by Seller with the terms and provisions of, this Agreement do not violate any of the terms, conditions or provisions of (i) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority to which Seller is subject, or (ii) any agreement or contract to which Seller is a party or to which it or the Property is subject, nor shall such execution, delivery, performance or compliance constitute a material default thereunder or give to others any material rights of termination or cancellation in or with respect to the Property.

h. Seller has not received notice of any attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated or pending or threatened against Seller or the Property.

i. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the Closing Date have been (or prior to the Settlement Date will be) paid in full, and on the Closing Date there shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting the Property.

j. Access to and egress from the Property is available and provided by public streets; all roads bounding the Property are public roads; the Deed is the only instrument necessary to convey to Buyer full access to and the right to use such roads freely as well as all rights appurtenant to the Property in such roads; Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the highway or road system in the vicinity of the Property or to restrict or change access from any such highway or road to the Property; all driveway entrances to the Property are permanent and no special access or other permits from the applicable governmental authorities are required to operate and maintain such driveway entrances; and access to any portion of the Property is not obtained from adjoining public roads by means of easements, rights-of-way or licenses across lands or premises not included within the Property.

k. The Property is (or will be at or before Closing) a legally subdivided parcel of land created by a deed of subdivision or similar instrument recorded in the public records of Escambia County, Florida and Seller has the right lawfully to convey the Property to Buyer by deed without any further subdivision or resubdivision of the Property.

l. The Property is an independent unit that does not now rely, and on the Closing Date will not rely, on any facilities (other than the facilities of public utility and water companies and of access from the public roads) located on any property not included in the Property to fulfill any legal requirements.

m. Water, sewer, electricity, telephone, and all other utilities required for the use, occupancy, operation and maintenance of a call center facility as contemplated hereunder are adequate to service the normal operation of the Property, are supplied directly to the Property by facilities of public utilities, and the cost of installation of such utilities has been fully paid. All public utilities required for the operation of the Property as contemplated hereunder enter the Property through lands as to which valid public or private easements exist that will inure to the benefit of Buyer.

n. All representations made by Seller in this Agreement are true and correct in all material respects on the date made.

o. Seller shall have obtained all approvals and/or boundary line adjustments necessary to complete a record and lawful conveyance of the Property to Buyer in compliance with all applicable laws and governmental regulations and consistent with Buyer's plans for development of the Property.

p Seller shall deliver to Buyer a certificate executed on behalf of Seller reasonably acceptable to Buyer certifying that the representations made by Seller in this Agreement are true and correct on and as of the Closing Date. To the extent any representations are not true and correct as of the Closing Date, Seller shall disclose such matters to Buyer.

q. Seller shall execute and deliver a Notice of Approval and Confirmation of Plans as may be reasonably required by Buyer's Title Insurance Company.

r. Seller shall execute and deliver all documents regarding Seller's authority to consummate the transaction contemplated by this Agreement and any other documents and/or affidavits as may be reasonably required by Buyer's Title Insurance Company.

If any of such condition(s) are not satisfied on or before the Closing Date, Buyer shall have the right to either waive the condition(s) in question, either in whole or in part, and proceed with the purchase or, in the alternative, terminate this Agreement by giving Seller written notice of such election by delivering written notice to Seller at any time on or before the Closing Date. If this Agreement is terminated pursuant to Paragraph 15 because any of the conditions set forth herein have not been satisfied, then the Escrow Agent shall refund the Deposit to Buyer with no setoff, fee, or cost to Buyer of any kind or nature and the parties hereto shall have no further obligation to one another with respect to this Agreement.

16. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

17. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

18. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

19. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

20. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns.

21. Integrated Agreement, Waiver and Modification. This Agreement and all exhibits attached hereto represent the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision can be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

22. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement, other than The Staubach Company-Southeast, whose commission is 6% (six percent) of the purchase price of the Property.

23. Default and Termination. If Buyer fails to perform any of its obligations set forth in the Agreement within the times specified, Seller, at its option and at any time, may terminate the Agreement by written notice to the Buyer and retain the Deposit.

If the Seller fails to perform any of its obligations set forth in the Agreement within the times specified, Buyer, at its option at any time, may terminate the Agreement, upon which the Deposit shall be promptly returned to the Buyer.

Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

24. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County Administrator
223 Palafox Place
Pensacola, Florida 32501

WITH A COPY TO:
County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32501

TO THE BUYER:
Navy Federal Credit Union
820 Follin Lane
Vienna, Virginia 22180

WITH A COPY TO:
Watt, Tieder, Hoffar & Fitzgerald, LLP
7929 Westpark Drive, Suite 400
McLean, Virginia 22102-4224

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

25. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

26. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

27. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

29. Subsequent Sales/Reverter. From the date of Closing and beyond, Buyer shall have the right to effect the further sale(s) of the Property or the Option Parcel (as such term is defined herein) to include any or all then existing site improvements, in whole or part, to any third party without Seller having any approval rights related to such further sale. Notwithstanding the forgoing, if at any time after the closing, Buyer elects to sell all or a portion of the Property or the Option Parcel to any non-related third party entity, Buyer will first offer the Property or the Option Parcel for sale back to Seller as set forth in (a) below, but subject at all times to the superior provisions of (b) below. The terms of this Paragraph 29 shall expressly survive the Closing.

a. In the event that Buyer desires to sell all or a portion of the Property or the Option Parcel after its initial purchase from Seller, Buyer shall first offer the same to Seller, in whole or part as applicable in the sole discretion of Buyer, under such purchase price and terms as determined by Buyer. Seller will then have thirty (30) days to make an irrevocable election as to whether or not it will re-purchase the Property or Option Parcel from Buyer under the terms and conditions stipulated by Buyer. If Seller makes such irrevocable election to re-purchase the Property or Option Parcel, then such election will be legally binding on both parties and both parties will thereafter proceed to complete a purchase and sale agreement and the subsequent closing of said sale as quickly as is practicable. If Seller does not make such timely election, then such rights of Seller shall be extinguished with respect to that certain occasion of Buyer's desire to sell the Property or Option Parcel and Buyer shall thereafter be free to enter into such sale(s) with any other party(s), provided, however that the purchase price agreed upon by Buyer and such third party shall not be less than eighty percent (80%) of the purchase price first offered to Seller by Buyer. Prior to accepting any purchase and sale contract or term sheet with any such third party with a purchase price less than eighty percent (80%) of the purchase price initially offered to Seller by Buyer, Buyer shall re-offer the Property again to Seller and Seller shall then have thirty (30) days to make an irrevocable and legally binding election to repurchase the Property or Option Parcel from Buyer.

b. Notwithstanding the forgoing, the provisions of this Paragraph 29 shall not apply in any instance to any future sale(s) of the Property or Option Parcel by Buyer as may be related to: (i) a corporate affiliate, subsidiary, or successor of Buyer or joint venture or partnership in which Buyer or its affiliate is a general partner; (ii) a financing or a sale lease-back transaction under which Buyer or a related entity will lease the Property or Option Parcel and the to-be-constructed improvements thereon from an entity which purchases the Property or Option Parcel from Buyer; (iii) any future owner of the Property or Option Parcel pursuant to (ii) above herein; or (iv) any future sale of the Property or Option Parcel whatsoever of any kind or nature which (1) takes place later than the end of the third (3rd) full year after Closing on the

Property by Buyer or (2) takes place at any time after Buyer or any assignee of Buyer constructs any improvements greater than 15,000 gross square feet of building areas on any part of the Property or Option Parcel.

30. Option to Purchase Additional Parcel. Seller hereby grants Buyer option (the "Option"), but not the obligation, to purchase that certain real property containing approximately 9.85 acres of land directly contiguous to the Property, described as Tract B on the Plat of Heritage Oaks Commerce Park recorded in the public records of Escambia County, Florida, and more particularly described in Exhibit B (herein referred to as the "Option Parcel"). The term of the Option shall commence on the Closing Date of the purchase of the Property and shall continue for twelve (12) consecutive months thereafter ("Option Period"). In the event that Buyer exercises the Option, it shall provide written notice to Seller of such exercise ("Option Notice") on or before the expiration of the Option Term.

a. Purchase Price. The purchase price for Option Parcel shall be calculated by multiplying Twenty Thousand Dollars ($20,000.00) by the number of acres constituting the total area of the Option Parcel, which number is 9.85 acres, more or less, subject to verification by Buyer's surveyor prior to the Closing.

b. Option Price. Buyer shall pay to Seller $10,000 for each of the twelve months constituting the Option period. Such amount shall be paid prior to the beginning of each month during the Option period and the total Option Price paid during the Option Period shall be credited toward the purchase price in the event that Buyer elects to exercise the Option.

c. Conveyance. The Option Parcel shall be conveyed to Buyer by Seller in fee simple, subject to the reservation by Seller of a public right-of-way, access, drainage and utility easement, between Tract R-1 and Tract R-2 as shown on the Plat.

d. Study Period. No contingent study period will apply for the Option Parcel.

e. Closing. The date of the closing of the sale of the Option Parcel ("Option Closing") shall be solely determined by the Buyer, provided that in no event shall such Option Closing occur later than one hundred twenty (120) days after the date of the Option Notice.

f. Fees and Expenses. At all times during the Option Period, Seller shall solely bear all associated carrying costs of every kind and nature for the Option Parcel including, but not limited to, all common area maintenance fees and costs, utility costs and all insurance costs.

g. Subsequent Sales of Option Parcel/Reverter. From the date of the Option Closing and beyond, Buyer shall have the right to effect a further sale(s) of the Option Parcel in

whole or part without Seller having any approval rights related to such further sale or any rights related to a repurchase of the Property except as provided in Paragraph 29 of this Agreement.

h. Option Closing Costs, Expenses, and Terms. Except as otherwise defined herein or as the parties otherwise agree, the Costs, Expenses, and Terms of the Closing on the Option Parcel shall be consistent with those of those defined in this Agreement for the sale and purchase of the Property.

i. Access to Option Parcel. Throughout the Option Tern, Seller will grant Buyer and its agents and contractors full and free access to Option Parcel for conducting analysis and reports. Buyer agrees to be responsible to repair or restore any damage done to Option Parcel by Buyer or its agents or contractors at its sole cost and expense, and Buyer further agrees to indemnify, defend, and hold Seller harmless as provided in Paragraph 9 of this Agreement.

j. Restrictions During Option Period. At all times during the Option Period, Seller agrees that it will not undertake, without the prior written approval of Buyer, any act or action which would affect the Option Parcel, including but not limited to (i) any changes in zoning or legal entitlement, (ii) any financing or use of the Option Parcel as security or collateral for financing, (iii) the granting of any easement or access to any third party in over, under or across the Option Parcel, (iv) the granting of any leasehold right in the Option Parcel or other right of use relating to the Option Parcel to any third party, or (v) the construction of any building improvements on the Option Parcel.

k. Memorandum of Option. From the date of Closing of the Property and continuing thereafter throughout the Option Term, Buyer shall have the right to record in the public records of Escambia County, Florida, a Memorandum of Option setting forth and describing Buyers legal interest in the Option Parcel. Seller shall cooperate with Buyer in executing and recording such Memorandum of Option.

l. Subordination. The rights in and to the Option Parcel granted to Buyer herein shall be superior to the rights and interests of all other parties except for the Seller and in no event shall Buyer's rights hereunder be subordinated to the interests of the holder of any mortgage relating to the Option Parcel.

m. Survival. The terms of this Paragraph 30 shall expressly survive the Closing.

31. Covenants. Simultaneously with the execution of this Agreement, Seller shall cause to be executed and recorded among the public records the Declaration of Covenants, Conditions and Restrictions of Heritage Oaks Commerce Park ("Declaration"), attached hereto as Exhibit C.

32. Architectural Approval. Within fourteen (14) days of the date of this Agreement, Buyer shall deliver to Seller architectural and landscaping plans ("Plans") detailing Buyer's proposed improvements to be constructed upon the Property. Seller shall have fourteen (14) days to notify Buyer in writing as to whether the Plans are approved or, if the Plans are not approved, to provide detailed reasons for such disapproval. If the Plans are disapproved, Buyer shall revise the Plans and resubmit them to the Seller for approval and Seller shall again respond to such submission within fourteen (14) days. The foregoing process shall continue until Buyer receives Seller's approval, whether actual or deemed, of the Plans. In the event that Buyer makes any submission of Plans to Seller and Seller does not respond within the aforementioned 14-day period, the Plans shall be deemed approved by Seller. Seller's approval of the Plans shall be documented in the form of a Notice of Approval, satisfactory to Seller and Buyer, which shall be recorded in the public records at the Closing (at Buyer's expense), and which shall be substantially in the form provided herein as Exhibit D.

33. Offsite Infrastructure and Improvements.

a. Construction/Installation. Seller, at its sole cost and expense, shall construct and install the following infrastructure and improvements ("Offsite Infrastructure and Improvements"), which shall be substantially complete by the dates herein provided and in accordance with the Construction Schedule provided herein as Exhibit E.

(i) Primary Access Roadway. Seller shall construct a temporary roadway providing access to the Property from Nine Mile Road for use during construction. On or before October 20, 2003, Seller shall construct a permanent roadway, including base coat and final paving in accordance with Escambia County specifications, in the areas designated as Tract R-1, Tract R-2, and along the 50' access, drainage, and utility easement on the Plat.

(ii) Storm Water Management. Seller shall construct or install all storm water management elements required by county, state or other governmental regulations in connection with the construction, installation and operation of all Offsite Infrastructure and Improvements. Additionally, Seller shall construct a wet detention holding pond in the Northeastern portion of Tract A. Upon completion, Buyer shall take possession and control of the wet detention holding pond and shall execute an agreement, acceptable to Seller, to indemnify, defend, and hold Seller harmless for damage or injury from surface or storm waters standing or flowing over and across the Property.

(iii) Electricity, Water & Sewer. On or before October 20, 2003, Seller shall install electricity, public water and public sewer in the areas designated on the Plat as Tract R-1 and Tract R-2.* The foregoing shall be installed underground, the exact locations and paths of travel to be agreed upon by

MY PB 03/07/03

* and along the 50' access, drainage, and utility easement on the Plat.

Buyer and Seller on or before the Closing. The conduits and cabling to be installed in such area for electricity shall be of reasonably sufficient size and specifications to accommodate the Buyer's needs.

(iv) Fiber Optics. On or before October 20, 2003, Seller shall construct or install conduits and structures for fiber optics and telecommunications cabling in the area designated on the Plat as Tract R-1* The foregoing shall be installed underground, the exact locations and paths of travel to be agreed upon by Buyer and Seller on or before the Closing. Such fiber optic telecommunication cabling shall be of reasonably sufficient size and specifications to accommodate the Buyer's needs.

(v) Intersection Improvements. On or before November 15, 2003, Seller shall construct or install such improvements to the intersection of Nine Mile Road and the area designated on the Plat as Tract R-1 as may be required by the State of Florida or Escambia County in order to obtain entry onto Nine Mile Road from the Property.

(vi) Lighting, Landscaping, Signals, etc. On or before October 20, 2003, Seller shall construct or install such street lighting, landscaping, signals, striping and signage as may be required by Escambia County.

b. Design, Engineering, Bidding and Construction. Seller shall be responsible for the design, engineering, bidding and construction or installation of the Offsite Infrastructure and Improvements described in Paragraph 33(a) above. On or before the date of Closing, Seller will prepare preliminary and final drawings and specifications for all the Offsite Infrastructure and Improvements. All Offsite Infrastructure and Improvements shall be designed, engineered, bid and constructed in accordance with Escambia County's Ordinances and procurement procedures.

c. Buyer's Representative. It is the intention of the parties as of the Effective Date that Buyer shall have the right, but not the obligation, to have a representative observe and monitor the construction and installation of the Offsite Infrastructure and Improvements.

d. Survival. The terms and conditions of this Paragraph 33 shall expressly survive the Closing.

34. Dispute Resolution. Prior to filing an action in court, the parties agree that they shall attempt to resolve any dispute arising out this Agreement by mediation. All mediators shall be certified by the State of Florida. Jurisdiction and venue of all actions or proceedings shall be in Escambia County, Florida.

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* Tract R-2 and alongthe 50' access, drainage, and utility easement on the Plat.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk
(no backup)
BCC Approved: 1-9-2003

(SEAL)

Marie Young
Marie Young, Chairperson

DATE EXECUTED 3-11-2003

BUYER:
Navy Federal Credit Union

Witness Edward A. Orr Jr.
Print Name Edward A. Orr Jr

Witness Jason D. Blatt
Print Name Jason D. Blatt

Patricia C. Schneck
By: Patricia C Schneck AS President
acting, Senior Vice President
Management Engineering.

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was sworn to and acknowledged before me this 11 day of March, 2003, by Patricia C Schneck, *~~President~~ of Navy Federal Credit Union. He/She is (X) personally known to me, ( ) produced identification. Type of identification produced _____.

Kathie A Arnold
Signature of Notary Public
Kathie A. Arnold
Name of Notary Printed

My Comm. Exps. 8/31/2006

(NOTARY SEAL)

*Acting, Senior Vice President
Management Engineering

EXHIBIT A

DESCRIPTION: AS PREPARED BY BASKERVILLE-DONOVAN INC

TRACT "A"

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 19 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 4 A DISTANCE OF 110.48 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY ALTERNATE 90 (200 FOOT RIGHT OF WAY); THENCE PROCEED SOUTH 87 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1326.07 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 02 DEGREES 22 MINUTES 32 SECONDS EAST A DISTANCE OF 1400.04 FEET; THENCE PROCEED SOUTH 87 DEGREES 11 MINUTES 00 SECONDS EAST A DISTANCE OF 992.56 FEET; THENCE PROCEED SOUTH 32 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 250.14 FEET; THENCE PROCEED SOUTH 15 DEGREES 28 MINUTES 10 SECONDS WEST A DISTANCE OF 77.30 FEET; THENCE PROCEED SOUTH 54 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 495.02 FEET; THENCE PROCEED SOUTH 02 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 97.54 FEET; THENCE PROCEED SOUTH 68 DEGREES 30 MINUTES 54 SECONDS WEST A DISTANCE OF 281.04 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 72 DEGREES 58 MINUTES 22 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 00 MINUTES 05 SECONDS WEST, 104.66 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.08 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 51 DEGREES 29 MINUTES 16 SECONDS WEST A DISTANCE OF 79.58 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 07 DEGREES 33 MINUTES 47 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES 43 MINUTES 51 SECONDS WEST, 62.65 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 62.70 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 30 DEGREES 56 MINUTES 57 SECONDS WEST A DISTANCE OF 71.19 FEET; THENCE PROCEED SOUTH 59 DEGREES 03 MINUTES 03 SECONDS WEST A DISTANCE OF 228.06 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 88 DEGREES 27 MINUTES 59 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 49 MINUTES 03 SECONDS WEST, 259.50 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 287.19 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 29 DEGREES 24 MINUTES 57 SECONDS EAST A DISTANCE OF 106.88 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 32 DEGREES 13 MINUTES 57 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 17 MINUTES 58 SECONDS EAST, 63.29 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 64.13 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 02 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 24.22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY ALTERNATE 90 (200 FOOT RIGHT OF WAY); THENCE PROCEED NORTH 87 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 134.15 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PART OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 18.69 ACRES, MORE OR LESS.

EXHIBIT B

DESCRIPTION: AS PREPARED BY BASKERVILLE-DONOVAN INC

TRACT "B"

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 19 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 4 A DISTANCE OF 110.48 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY ALTERNATE 90 (200 FOOT RIGHT OF WAY); THENCE PROCEED SOUTH 87 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1532.22 TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 02 DEGREES 49 MINUTES 00 SECONDS EAST A DISTANCE OF 24.22 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY; SAID CURVE HAVING A RADIUS OF 186.00 FEET A CENTRAL ANGLE OF 32 DEGREES 13 MINUTES 57 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 13 DEGREES 17 MINUTES 58 SECONDS WEST 103.26 FEET, THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.64 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 29 DEGREES 24 MINUTES 57 SECONDS WEST A DISTANCE OF 106.88 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY; SAID CURVE HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 88 DEGREES 28 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 14 DEGREES 49 MINUTES 03 SECONDS EAST, 159.05 FEET, THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 176.02 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 59 DEGREES 03 MINUTES 03 SECONDS EAST A DISTANCE OF 153.67 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY; SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87 DEGREES 18 MINUTES 38 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 17 MINUTES 39 SECONDS EAST, 34.52 FEET, THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.10 FEET; THENCE PROCEED NORTH 56 DEGREES 21 MINUTES 40 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 52 MINUTES 24 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 04 MINUTES 32 SECONDS EAST, 40.39 FEET, THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.40 FEET; THENCE DEPARTING SAID CURVE PROCEED NORTH 51 DEGREES 29 MINUTES 16 SECONDS EAST A DISTANCE OF 79.58 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 72 DEGREES 58 MINUTES 22 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 00 MINUTES 05 SECONDS EAST, 104.66 FEET, THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.08 FEET; THENCE PROCEED NORTH 68 DEGREES 30 MINUTES 54 SECONDS EAST A DISTANCE OF 281.04 FEET; THENCE PROCEED SOUTH 02 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 38.89 FEET; THENCE PROCEED SOUTH 55 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 231.44 FEET; THENCE PROCEED SOUTH 02 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 555.97 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY ALTERNATE 90; THENCE PROCEED NORTH 87 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 708.87 FEET TO THE POINT OF BEGINNING
LYING IN AND BEING A PART OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 9.85 ACRES, MORE OR LESS.

JANET LANDER
County Attorney
Board Certified City, County, and Local Government Law

ALISON PERDUE
Deputy County Attorney
Board Certified City, County, and Local Government Law

CHARLES V. PEPPLER
Chief Litigation Attorney
Board Certified Civil Trial Attorney

MICHAEL C. GODWIN
Assistant County Attorney
Board Certified City, County, and Local Government Law

STEPHEN G. WEST
Assistant County Attorney

RYAN ROSS
Assistant County Attorney

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

14 WEST GOVERNMENT STREET, ROOM 411
PENSACOLA, FLORIDA 32502

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

DEPARTMENT: County Attorney's Office

THROUGH: Janet Lander, County Attorney

FROM: Stephen G. West, Assistant County Attorney

DATE: November 2, 2004

ISSUE: Sale of Lots 1 through 8, Tract S, to Navy Federal Credit Union in Heritage Oaks Commerce Park

RECOMMENDATION:

That the Board take the following action:

A. Rescind the action taken by the Board at its meeting on July 22, 2004, awarding the sale of parcels (Lots) 1 through 8 and Tract S in Heritage Oaks Commerce Park to Navy Federal Credit Union (NFCU) for a purchase price of $425,000;

B. Award the sale of Lots 1 through 8 in Heritage Oaks Commerce Park to NFCU in accordance with the terms of the Request-For-Proposal (RFP) for a purchase price of $400,000 (which was the last offer extended by NFCU before the negotiations between the County staff and NFCU exceeded the scope of the RFP);

C. Direct the County Attorney's Office to prepare and authorize the Chairman to sign the necessary legal documents to complete the sale of Lots 1 through 8;

D. Direct the Engineering Department to proceed with the vacation of Tract S in Heritage Oaks Commerce Park in accordance with the procedures contained in Section III, Policy A.1 of the Escambia County Board of Commissioners Policy Manual;

E. Schedule a public hearing for December 9, 2004 at 5:34 p.m. to hear the petition to vacate Tract S in Heritage Oaks Commerce Park;

F. Direct the Purchasing Department to re-advertise the sale of Tract S in Heritage Oaks Commerce Park under the same general criteria used in the RFP for Lots 1 through 8 and subject to a restrictive covenant to be recorded by the County that limits the use of Tract S to stormwater management and wetlands preservation; and

G. Direct the Neighborhood and Environmental Services Department to record (prior to any sale of Tract S) a restrictive covenant that limits the use of Tract S to stormwater management and wetlands preservation.

BACKGROUND:

In response to the County's RFP, NFCU offered to purchase Lots 1 through 8 in Heritage Oaks Commerce Park for $400,000. The County staff and NFCU subsequently negotiated a larger purchase price of $425,000 in consideration for Tract S being conveyed along with Lots 1 through 8. Unfortunately, because Tract S was not offered in the RFP, proceeding with the sale would violate the requirement that the County offer its property for sale through competitive bid/proposal. In short, there was no competitive proposal on Tract S because it was not advertised for sale and no other party responding to the RFP knew that it could purchase Tract S. The recommendation submitted to the Board on July 22, 2004, did not indicate that the sale approved by the Board exceeded the scope of the RFP.

Navy Federal has agreed to proceed with the purchase of Lots 1 though 8 for its initial offer of $400,000. However, it has expressed an interest in purchasing Tract S for use as a nature park and conservation area. In order to convey Tract S, three additional issues must be addressed:

Issue #1 - Competitive Bid/Proposal

As noted above, the County must offer its property for sale through competitive bid/proposal. Because there were no competitive proposals submitted for Tract S, it should be advertised and offered for sale in a new RFP.

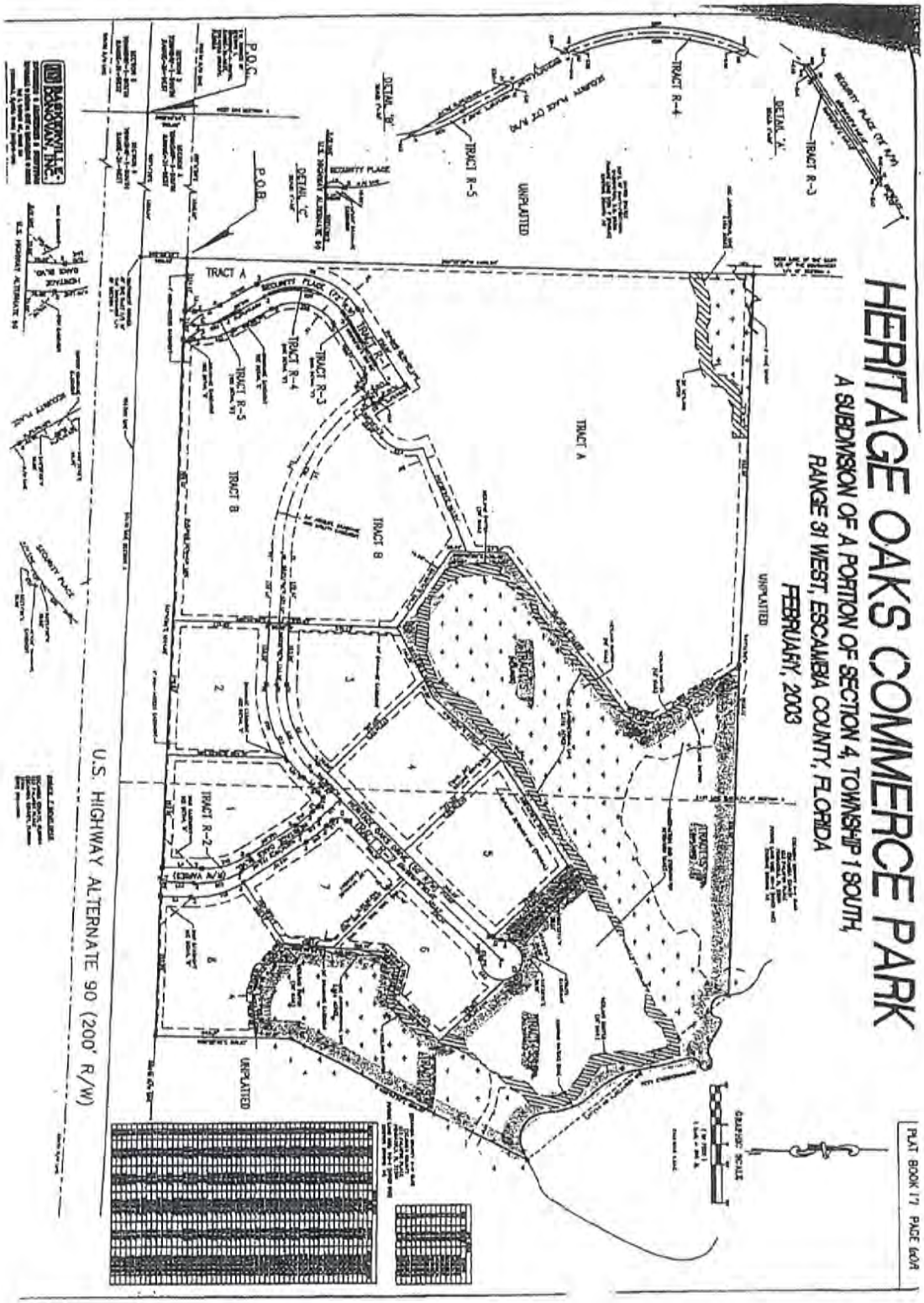
Issue #2 - Dedication/Vacation

Tract S was dedicated to the public when the plat of Heritage Oaks Commerce Park was recorded. However, property that has been dedicated to the public cannot be conveyed unless the dedicated character is removed from the property. In order to remove the dedicated character from Tract S, the County will need to comply with the vacation procedures in Section III, Policy A.1., Escambia County Board of Commissioners Policy Manual.

Issue #3 - Stormwater Management & Wetlands Preservation

The plat of Heritage Oaks Commerce Park contains a restriction stating that Tract S shall be used for stormwater management and wetlands preservation in perpetuity. This restriction is sufficient as long as the County owns Tract S. However, it is not sufficient if Tract S were conveyed to a private owner because the plat does not identify the person(s) or parcel(s) that are intended to benefit from the restriction, the person(s) who can enforce the restriction or the means by which it can be enforced, or (importantly) the person(s) who can release the restriction in the event that the County no longer owns the property. As such, the County staff should record a more explicit restrictive covenant if it wishes to ensure that Tract S is used exclusively for wetlands preservation and stormwater management after it conveys Tract S to a private owner.

JL:SGW/el


HERITAGE OAKS COMMERCE PARK
A SUBDIVISION OF A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH,
RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
FEBRUARY, 2003
U.S. HIGHWAY ALTERNATE 90 (200' R/W)
TRACT A
TRACT B
TRACT R-2
TRACT R-3
TRACT R-4
TRACT R-5
UNPLATTED
P.O.C.
P.O.B.
DETAIL 'A'
DETAIL 'B'
DETAIL 'C'
GRAPHIC SCALE
PLAT BOOK 17 PAGE 60A

ESCAMBIA COUNTY

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk to the Board

FROM: Stephen G. West, Assistant County Attorney

DATE: December 8, 2004

RE: Sale of Lots 1-8, Heritage Oaks Commerce Park to Navy Federal Credit Union - BCC November 4, 2004

Attached you will find the following documents related to the closing on the County's sale of property at Heritage Oaks Commerce Park to Navy Federal Credit Union. The sale was approved at the November 4, 2004 BCC meeting.

1. Copy of recorded Deed.
2. Copy of Seller's Affidavit (signed by George Touart).
3. Original Settlement Statement.
4. Original Agreement for Sale and Purchase.
5. Original Certificate of Seller.
6. Copy of November 4, 2004 BCC Resume page.

If you have any questions or require additional information, please do not hesitate to call me.

SGW/el
Attachments
cc: Shirley Gafford, Executive Assistant
Carolyn Milcarek, Accounts Payable
John Hartman, Director, Facilities Management
Joe Pillitary, Purchasing Manager

OR BK 5532 PG0867
Escambia County, Florida
INSTRUMENT 2004-306979

DEED DOC STAMPS PD @ ESC CO $2800.00
12/01/04 ERNIE LEE MAGAHA, CLERK

This Document Was Prepared by:
Stephen G. West, Assistant County Attorney
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 1st day of December 2004, by 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 223 Palafox Place, Pensacola, Florida 32502 (Grantor), and Navy Federal Credit Union, whose address is 820 Follin Lane, Vienna, Virginia 22180 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, bargain and sell to Grantee, Grantee's successors and assigns forever, the following described land in Escambia County, Florida:

> Lots 1, 2, 3, 4, 5, 6, 7 and 8 as shown on the plat of Heritage Oaks Commerce Park, recorded in Plat Book 17 at page 60 and 60A in the public records of Escambia County, Florida.
>
> Parcel Identification Numbers: 04-1S-31-1200-000-001, 04-1S-31-1200-000-002, 04-1S-31-1200-000-003, 04-1S-31-1200-000-004, 04-1S-31-1200-000-005, 04-1S-31-1200-000-006, 04-1S-31-1200-000-007, and 04-1S-31-1200-000-008.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities; conditions, easements, and restrictions of record, including the Declaration of Covenants, Conditions, and Restrictions of Heritage Oaks Commerce Park, recorded in Official Record Book 5092, page 809 of the public records of Escambia County, Florida, as may be amended; and restrictions and easements recorded on the plat of Heritage Oaks Commerce Park, recorded in Plat Book 17, pages 60 & 60A of the public records of Escambia County, Florida.

GRANTOR RESERVES, an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property.

OR BK 5532 PG0868
Escambia County, Florida
INSTRUMENT 2004-306979

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

J. W. Dickson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

(SEAL)

BCC Approved: November 4, 2004

Date Executed
November 29, 2004

RCD Dec 01, 2004 02:53 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-306979

SELLER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared George Touart, who first being duly sworn, deposes and states that:

1. He is the County Administrator for Escambia County, Florida (County), a political subdivision of the State of Florida.

2. In his capacity as County Administrator, he is knowledgeable of the operations of the County.

3. The County is the owner of the following real property:

> Lots 1, 2, 3, 4, 5, 6, 7 and 8 as shown on the plat of Heritage Oaks Commerce Park, recorded in Plat Book 17 at page 60 and 60A in the public records of Escambia County, Florida.
>
> Parcel Identification Numbers: 04-1S-31-1200-000-001, 04-1S-31-1200-000-002, 04-1S-31-1200-000-003, 04-1S-31-1200-000-004, 04-1S-31-1200-000-005, 04-1S-31-1200-000-006, 04-1S-31-1200-000-007, and 04-1S-31-1200-000-008 (the "Property").

4. Pursuant to Section 196.199, Florida Statutes, property owned by the County is exempt from ad valorem taxation.

5. Pursuant to Section 713.01, Florida Statutes, the County is not an "Owner" of "Real Property" which may be subject to construction, mechanic's, materialman's or laborer's liens.

6. There are no violations of County Ordinances pertaining to the Property.

7. No judgment or decree has been entered in any court of this State or the United States against the County, which remains unsatisfied, nor does the affiant have any knowledge of a filing or a contemplated filing of any bankruptcy proceeding by the County.

8. The County's ownership and possession of the Property has been peaceful and undisturbed, and there is no person in possession of the Property except the County.

9. There are no matters pending against the County that could give rise to a lien that would attach to the Property between the date of execution of this Affidavit and the recording of documents conveying the County's interest in the Property to Navy Federal Credit Union.

10. The County has not executed any instruments or taken any actions that would create an interest in the Property adverse to the interest being conveyed to Navy Federal Credit Union, and

the County will not execute any such instruments or take any such actions prior to the recording of the instrument conveying the County's interest to Navy Federal Credit Union.

11. To the best of Affiant's knowledge, there are no present violations on the Property of any enforceable covenants, conditions, or restrictions, and no one has claimed the same to be the case through the providing of notice thereof to the County.

12. This Affidavit is made for the purpose of inducing Navy Federal Credit Union to purchase the Property, and the purchaser is relying on the representations contained in this Affidavit.

13. The Affiant is familiar with the nature of this Affidavit and with the penalties provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the facts of this Affidavit, and he understands its content.

14. Nothing in this Affidavit shall be construed as a warranty of title to the property or representation of any state of facts concerning title to the property that would violate the provisions of § 125.411, Fla. Stat.

George Touart, County Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of ~~August~~ November, 2004, by George Touart as County Administrator. He is ☑ personally known to me, ☐ produced current _____ as identification.

Signature of Notary Public
CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2007
Comm. No. DD 224829
Printed Name of Notary Public

(Notary Seal)

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2007021763 03/06/2007 at 03:59 PM
OFF REC BK: 6099 PG: 1934 - 1934 Doc Type: D1
RECORDING: $10.00
Deed Stamps $280.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 6th day of March, 2007, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Navy Federal Credit Union, whose address is 9071 Security Place, Pensacola, Florida 32526 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of forty thousand dollars ($40,000), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

Tract S, Heritage Oaks Commerce Park, as recorded in Plat Book 17, page 60 and 60A of the public records of Escambia County, Florida (Property).

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2007 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

(SEAL)

Kevin W. White, Chairman

Date Executed

March 2, 2007

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

11. 5:31 p.m. Public Hearing

Motion made by Commissioner Whitehead, seconded by Commissioner Young, and carried unanimously, adopting the Resolution establishing the Board's Intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Speaker(s) – None.

12. 5:32 p.m. Public Hearing

Motion made by Commissioner Whitehead, seconded by Commissioner Robinson, and carried unanimously, taking the following action regarding Heritage Oaks Commerce Park (HOCP), Plat Book 17, Pages 60 and 60A, of the public records of Escambia County, as requested by Navy Federal Credit Union (Funding Source: Fund 175, "Transportation Trust Fund"):

A. Approving the Vacation of those property interests referenced in Exhibit A to the Petition;

B. Approving the First Amendment to the Covenants, Conditions, and Restrictions of Heritage Oaks Commerce Park;

C. Accepting the Hold/Harmless Agreement;

D. Adopting the Resolution to Vacate;

E. Declaring as surplus property Tract "S," Account 09-0247-410, Reference Number 04-1S-31-1200-000-110;

F. Directing staff to publish a legal notice in the Pensacola News Journal for two weeks advertising that the County will be accepting sealed bids for the sale of Tract S, subject to conservation easement or restrictive covenant to be approved by the County Attorney and County Engineer that establishes an adequate buffer for the benefit of property located outside of HOCP;

(Continued on Page 9)

Recorded in Public Records 01/19/2007 at 02:27 PM OR Book 6071 Page 1289, Instrument #2007005937, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

2006-001624 BCC
Dec. 07, 2006 Page 60

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

FIRST AMENDMENT TO COVENANTS, CONDITIONS, AND RESTRICTIONS OF HERITAGE OAKS COMMERCE PARK

Escambia County, a political subdivision of the State of Florida, as the declarant of that certain Declaration of Covenants, Conditions, and Restrictions of Heritage Oaks Commerce Park (Declaration), recorded in official record book 5092 at page 809 of the public records of Escambia County, joined by Navy Federal Credit Union, hereby amends the Declaration and relinquishes the County's right and obligation to enforce the provisions of the Declaration, including any requirement imposed on Navy Federal Credit Union to improve or restore the property in accordance with the Declaration, as more particularly described in that certain Notice of Approval and Confirmation of Plans recorded in official record book 5103 at page 193 of the public records of Escambia County. Nothing herein shall be construed to impair, alter, or diminish the County's authority to regulate the use of the property through its ordinances, land use regulations, or as otherwise provided by law.

Executed this 7th day of December, 2006.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

xxDxxxxMikexWhitehead,xChairmanxxx
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

SEAL BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date Nov. 16, 2006

Date: 12/14/2006 Verified By: Harris

2006-001624 BCC
Dec. 07, 2006 Page 61

JOINDER AND CONSENT

Navy Federal Credit Union, as owner of Tract A, Tract B, and Lots 1, 2, 3, 4, 5, 6, 7, and 8, as shown on the plat of Heritage Oaks Commerce Park, plat book 17 at pages 60 and 60A of the public records of Escambia County, hereby joins and consents to the amendment of the Declaration.

Navy Federal Credit Union

Witness
Print Name JAMIE McDONALD

Witness
Print Name Juliann M. Baden

By:
Preben Ebbesen, Senior Vice-President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of January, 2007, by Preben Ebbesen as Senior Vice President of Navy Federal Credit Union, a foreign corporation on behalf of the corporation. He (X) is personally known to me, or ( ) has produced current _____ as identification.

ALETHIA E. DAVIS
MY COMMISSION # DD 482048
EXPIRES: September 6, 2009
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Alethia E. Davis
Printed Name of Notary Public

(Notary Seal)

Comprehensive Plan Amendment
Staff Analysis

General Data

Project Name: CPA 2013- NFCU Urban Service Area

Location: 4810 West Nine Mile Road

Parcel #s: 04-1S-31-1101-000-000, 04-1S-31-1200-000-001
04-1S-31-1200-000-002, 04-1S-31-1200-000-003
04-1S-31-1200-000-004, 04-1S-31-1200-000-005
04-1S-31-1200-000-006, 04-1S-31-1200-000-007
04-1S-31-1200-000-008, 04-1S-31-1200-000-090
04-1S-31-1200-000-100, 04-1S-31-1200-000-110
04-1S-31-1200-001-090

Acreage: 317.85 (+/-) acres

Request: Urban Service Area/Boundary

Agent: Jessie Rigby, Attorney and David M. Haight, Senior Project Manager, Agents for Deborah H. Calder, Senior Vice-President, Navy Federal Credit Union

Meeting Dates: Planning Board 7/1/2013
BCC 8/8/2013

<u>Summary of Proposed Amendment:</u>

The agent requests a future land use (FLU) text and supporting map amendment to adopt the Urban Service Area (USA) designation for parcels totaling 317.85 (+/-) acres, under single ownership. The Future Land Use is Mixed-Use Urban; the zoning designation for the referenced parcels is currently ID-CP.

Florida Statute 163.3164 Community Planning Act; definitions (50) “Urban service area” means areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the capital improvements element. The term includes any areas identified in the comprehensive plan as urban service areas, regardless of local government limitation.

The subject parcels are located north of Nine Mile road, west and within short range of Interstate Highway 10 access; the properties are adjacent to existing agricultural, commercial parcels and neighboring a United States Navy Outlying Field, used as an aviation training site.

The applicant has indicated that the intent of the proposed request is to expand the use and phased site improvements in support of the Navy Federal Credit Union, Pensacola Campus potential future growth.

Land Use Impacts:

Under Comprehensive Plan FLU Policy 1.3.1 the current Mixed-Use Urban provides for a residential minimum density of 3.5 du/acre and a maximum of 25 du/acre. For non-residential uses it allows for a minimum intensity of 0.25 Floor Area Ration (FAR) and a maximum Intensity of 2.0 Floor Area Ratio (FAR)

Staff Analysis: As the proposed Urban Service Area request from the applicant reflect a specific development for office space and supporting facilities within the entirety of the parcels, the residential density requirements would not apply; however, the maximum densities for any future new development under the Mixed-Use Urban designation will remain as 25 dwelling units per acre and a non-residential maximum intensity of 2.0 floor area ratio (FAR).
In view of the fact that this proposal includes separate development phases, it is staff's opinion that each project phase shall be reviewed separately through the county's established Site Plan Review process, prior to issuance of construction permits, for overall concurrency and potential land use impacts.

FLU 4.1.2 Airfield Influence Planning Districts.
Escambia County shall provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners, and protecting the health, safety and welfare of citizens living in close proximity to military airfields. The overlay districts shall require density and land use limitations, avigation easements, building sound attenuation, real estate disclosures, and Navy (including other military branches where appropriate) review of proposed development based on proximity to Clear Zones, Accident Potential Zones (APZs), aircraft noise contours, and other characteristics of the respective airfields. The districts and the recommended conditions for each are as follows:

A. *Airfield Influence Planning District--1 (AIPD-1):* Includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield.
1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
3. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
5. Required disclosure for real estate transfers.

B. *Airfield Influence Planning District--2 (AIPD-2):* Includes land that is outside of the AIPD -1 but close enough to the airfield that it may affect, or be affected by, airfield operations.
1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
2. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and

3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
4. Required disclosure for real estate transfers; and
5. No County support of property rezonings that result in increased residential densities in excess of JLUS recommendations. The three installations in Escambia County - Naval Air Station Pensacola (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently. Therefore, the size and designations of the AIPD Overlays vary according to the mission of that particular installation. The Escambia County Land Development Code details and implements the recommendations.

FLU 4.1.7 Military Representation. Pursuant to Section 163.3175, Florida Statutes, a representative of the military installations located within Escambia County shall be placed on the Planning Board as an ex officio, nonvoting member. The selection of the representative will initially be by a Memorandum of Agreement between the Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field. The Interlocal Agreement with the Navy details the procedures and responsibilities of both parties.

Staff Analysis: Portions of the proposed USA are located within the designated Airfield Influence Planning Districts (AIPD) 1 and 2 boundaries. Some sections of the project are also within the Air Installations Compatible Use Zones (AICUZ) for the Navy Outlying Field (NOLF) 8. Continuous coordination and communication between the applicants, the Navy's representative and the county staff shall occur at every proposed phase. All future improvements shall be designed and constructed to minimize the impact on the existing AIPDs and the AICUZ. Further review, during the Site Plan Review process, and in-depth analysis by the United States Navy liaison will assess the compatibility of every proposal against the existing standards. The goal is to minimize any potential impacts and to protect the United States Navy's mission.

SUMMARY: Mechanisms contained within the Escambia County Comprehensive Plan require the Navy's review and comment of all proposed projects. The United States Navy's Liaison to the County is already part of the development process within the County, seating as a member of the Local Planning Board, reviewing and commenting on all development within the Airfield Influence Planning Districts that may impact air operations. The Navy Federal Credit Union's design, programs and policies shall support the mission of adjacent military facilities.

Infrastructure Analysis:

FLU 1.5.3 New Development and Redevelopment in Built Areas
To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities
Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System
Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards
Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.
The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

Potable Water

As indicated by the agent's analysis the Emerald Coast Utility Authority, potable water service exists in the area of the amendment. ECUA currently provides potable water service to the adjacent parcel via an 8" PVC water main with connection to a 16" water main on Nine Mile Road. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate future site and system improvements and potential update requirements.

Staff Analysis: The applicant has begun coordination with and received a letter from the Emerald Coast Utilities Authority (ECUA), included with the USA application, which states that water and sewer capacity is currently available. Their analysis indicates that proposed project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service, as defined in the Escambia County Comprehensive Plan. Once each phase is submitted and in coordination with ECUA, all of the LOS will be evaluated during the Site Plan Review process.

Sanitary Sewer

The applicant stated in their analysis that ECUA currently provides sanitary sewer service to the site. The current system is owned and maintained by ECUA includes an 8" PVC gravity main, a pump station and a 4" force main. The proposed project will connect to the existing system. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

Staff Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 states that the LOS requirements for non-residential uses shall be based upon an equivalent residential connection calculated by the provider, and on the

size of the non-residential water meter. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the Site Plan Review process.

Solid Waste Disposal

The agent stated that the proposed project will use dumpsters through the construction phase to dispose of waste. The solid waste will be disposed at the Perdido Landfill through commercial vendors. NFCU will provide recycle bins for operations after construction in an effort to meet LEED requirements and minimize the quantity of solid waste generated.

Staff Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. Solid waste from the parcel will be disposed at the Perdido Landfill. The current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years. The applicant has obtained thru coordination with Waste Management, a letter that states the capacity to service the solid waste and recycling needs for all three phases of this expansion project. Once each phase of the project is submitted, the applicable LOS will be evaluated during the Site Plan Review process.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:
a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.
b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.
c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

Analysis from the applicant states that stormwater runoff from the site primarily sheet flows to lower elevation wetland areas. The developed portions of the site have limited storm water conveyance systems with one 24" pipe that discharges the existing 4 H Camp Lake. The future site improvements include stormwater collections systems with pipes and inlets that discharge to wet detention ponds. The ponds will be designed as an amenity to the site with some capacity for irrigation demand. The stormwater management systems will be designed to accommodate all storms up to and including the 25-year, 24-hour event with post development discharges limited to the pre-development rates. The project design will be in accordance with the Escambia County Land Development Code (LDC) and requirements the State of Florida as

specified in rule 62-346, F AC. Stormwater management will be permitted through the Environmental Resource Permit (ERP) process concurrently with the limited wetland impacts. A Conceptual Stormwater Master Plan will be submitted for approval with construction plans for the first phase of development.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County storm water engineer will evaluate every phase the proposed project, to ensure all of the storm water management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the Site Plan Review process.

Traffic Concurrency

Under Comp Plan CMS 1.1.2 ***Primary Tasks.*** *The County Administrator, or designee, shall be responsible for the five primary tasks described below:*
a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
b. Determining concurrency of proposed development that does not require BCC approval;
c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and
e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

The applicant has submitted the following table addressing proposed phased transportation improvements within the USA:

Table 4. Proposed Transportation Capital Improvements Required to Mitigate Impacts for all Phases

Phase	***Development Proposed***	***Start Date***	***Occupancy Date/ Trigger Date***	***Potential Onsite Improvement Needed or Potential Offsite Mitigation Triggered***
Preliminary	Driveway Improvements to Serve Existing NFCU Campus	2013	Finish 2014	- Convert SB to WB lane to add SB to EB left turn lane movement (striping/arrow only);- - Add second EB receiving lane to south side of Nine Mile Road; - Modify signal to accommodate turning movements

1	Building B5	2013	2014	**Onsite:** - Construct Navy Federal Way and additional driveway to the west to serve Phase 1 parking lots **Offsite:** - Construct additional right turn lanes on Nine Mile Road to Navy Federal Way and west driveway entrance - Add signal at Navy Federal Way
	Building B6	2014	2015	
	Parking Deck D2	2015	2015	
	Central Energy Plant	2014	2015	
	Recreation Facilities	2013	2015	
2	Building B7	2016	2019	**Onsite:** -Construct extension to Navy Federal Way to Buildings B7 and B8 and entrance to Parking Deck D3; -Construct North connecting service road from B7-B10 complex to connect to the recreation complex and existing NFCU campus **Offsite:** To be determined: -Future development near the NFCU-USA, in addition to future development onsite, may trigger the need for improvements to Nine Mile Road and at intersections with Nine Mile Road at intersecting streets, and at 1-10.
	Building B8	2016	2019	
	Parking Deck D3	2018	2018	
	Warehouse	2015	2015	
3	Building B9	2019	2021	**Offsite:** To be determined: -Future development near the NFCU-USA, in addition to future development onsite, may trigger the need for improvements to Nine Mile Road and at intersections with Nine Mile Road at intersecting streets,

				and at 1-10.
	Building B10	2019	2021	
	Parking Deck D4	2021	2021	

Staff Analysis: Access to the site is currently from Nine Mile Road. As this is a phased proposal for the entire parcel, future site improvements will impact roadways and therefore, traffic concurrency in the area. Future connections to Nine Mile Road will require deceleration and turn lanes in accordance with Florida Department of Transportation (FDOT) requirements. Signalization of the primary connection to Nine Mile Road is expected when demand warrants the signalization. The applicant understands that Escambia County will require improvements to the roadway and further traffic analysis will be revisited at that time. Other improvements may be required to improve the Level of Service on Nine Mile Road and other roadways that may be impacted by the development. All roadway improvements will be permitted through FDOT and Escambia County.
Each site plan or preliminary plat submitted within the USA will be reviewed for traffic concurrency according to the Land Development Code, Article 5.

The Master Plan with a schedule of improvements and any mitigation required should be finalized and agreed upon by all parties. A Traffic Impact Analysis Report (TIAR) will need to be conducted to determine if any roadway segments will exceed the adopted level of service (LOS) standard. Access management will be reviewed by Escambia County and the Florida Department of Transportation (FDOT) to separate conflict points and reduce turning movements, as much as possible. All phases of development will provide adequate traffic circulation, parking and access management measures that are necessary to minimize access to impacted State and County road segments.

Mass transit shall be coordinated with Escambia County Area Transit (ECAT) during development of the property to reduce vehicle miles traveled, thereby reducing greenhouse gas emissions and peak hour demand on state and county roadways.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

Recreation and Open Space

Escambia County Comprehensive Plan, Section 3.04, Definitions.
Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource

protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

REC1.3.2 ***Open Space Requirements.*** *Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.*

The future improvements include managed development of upland areas and limited impacts to wetlands at roadway crossings. Upland buffers will be provided adjacent to wetland areas. The majority of the site will remain undisturbed as open space. These open space areas will include recreational amenities such as nature trails and parks.

Staff Analysis: The applicant shall consider at all phases of development to preserve and protect areas maintained and retained for active or passive recreation. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process; the proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

Schools

OBJ PSF 2.1 Level of Service Standards
The narrative from the applicant states that the requested future land use amendment would limit the property to commercial development and prohibit residential growth on the site. Therefore, the proposed amendment will not adversely impact school related levels of service.

Staff Analysis: A representative from the Escambia County School District is appointed as a member of the Local Planning agency. The School District does review and comment on all development proposals that could have an impact on the projected school capacities and LOS standards. Based on the applicant's narrative, it appears that the nature of the proposal would not have an impact on the LOS provided by the Escambia County School District.

SUMMARY: Staff concludes that the proposed development could satisfy all of the requirements listed within the infrastructure analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Impact on Wellheads, Historically Significant Sites and the Natural Environment: Wellheads:

CON 1.4.1 ***Wellhead Protection.*** *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address*

incompatible land uses, including prohibited activities and materials, within those areas.

The site is approximately 7,500 feet west from the nearest wellhead as illustrated in Map Direct provided by Florida Department of Environmental Protection. The wellhead is owned by ECUA and is located near the intersection of Nine Mile Road and Gulledge Lane. The Source Water Assessment and Protection Program indicate a 1,000 foot radius buffer surrounding the well. The site is located beyond the 1000 foot radius and the future development poses no impact to the well.

Staff Analysis: Further evaluation by Escambia County Environmental Division will be required to ensure standards for wellhead protection areas will be maintained. Other State agencies will be consulted on any environmental issues that may need to be addressed for each phase, once the project is submitted. All of the LOS will be evaluated during the Site Plan Review process.

Historically Significant Sites

FLU 1.2.1 ***State Assistance.*** *Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource*.

Staff Analysis: Review of findings from a document submitted by the applicant for the proposed site entitled: Report on Historical/Cultural Survey of the USA-NFCU Parcels, Performed by Benjamin Aubuchon and L. Janice Campbell, of Prentice Thomas and Associates, accompanied by a Clearance letter, dated May 13, 2013, from Robert F. Bendus, Director, Division of Historical Resources State Preservation Officer (SHPO), found that the cultural resources identified during the survey have been evaluated as ineligible for listing on the National Register of Historic Places.

Wetlands

CON 1.1.2 ***Wetland and Habitat Indicators.*** *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

Wetland areas throughout the property have been located and identified and can be found on the Boundary Survey. A natural resources survey and study has been performed on the USANFCU parcels by 4D Environmental. During the study representatives of NFCU and 4D Environmental met with regulatory representatives of the Florida Department of Environmental Protection and the US Army Corps of Engineers to discuss and verify wetland and other environmental features on the site. Representatives of each entity have additionally met to discuss wetland and vegetation protection, storm water management methods, and application procedures. An FDEP/WMD Environmental Resource Permit application has been submitted to

address the construction and operation of stormwater management facilities on the site. Wetland impacts have been identified and are being addressed in a unified plan on the site.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies permits are obtained. The County will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. The applicant should take into consideration that protection of the wetlands and the preservation of open spaces, using unique design practices, will aid in the fulfillment of other provisions of the Comprehensive Plan, such as: surface water drainage, buffering, passive outdoor recreation, education and scientific study opportunities. Once each phase of the project is formally submitted, further review will occur during the Site Plan Review process.

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the USA subject parcels. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

1. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; furthermore the proposed amendment would allow for the consolidation of the subject properties with the Mixed-Urban designation, under the USA boundary. The proposed USA designation will direct economic growth and the associated land development to an area that will complement the existing corporate headquarter facilities in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

2. *Promotes the efficient and cost-effective provision or extension of public infrastructure and services*.

The proposed amendment promotes the principles of compact, contiguous settlement patterns and it is in close proximity to the extensive infrastructure that is accessed by other similar industrial uses within the area. The proposed designation of the USA promotes the principle of clustered commercial uses, serving community and regional markets and is aimed at reducing the capital and operating costs of providing public infrastructure and services such as roads, utility lines and garbage collection. The USA designation increases the efficiency of activities that involve *distribution* (products delivered to a destination) or *interaction* (people and materials brought together). As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

3. Promotes conservation of water and energy.

The proposed amendment will ensure that the addition to existing development is conducted in an efficient manner. The single ownership USA designation will include the construction of LEEDs certified facilities, while at the same time providing open space areas to include recreational amenities such as nature trails and open spaces. Specifically, the proximity of the subject property to existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy.

4. *Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

In the same manner as the nearby Sector Plan, this amendment would support economic development. The creation of the USA will localize economic growth to an area that will incorporate existing corporate headquarters facilities in the vicinity, thus promoting a comprehensive mix of uses that will lead to a symbiotic relationship between the existing facilities and proposed future non-residential development. This increase of non-residential uses will lead to additional job growth in the area, as the existing corporate infrastructure is utilized to leverage growth of both new and existing business.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

SUMMARY: The proposed request for an Urban Service Area designation, to include the identification of an Urban Service Area Boundary, provides for logical expansion and development while maintaining environmental quality and keeping the expenditures for public services and facilities at a reasonable level. Each phase of proposed development shall be evaluated and permitted individually, to ensure that all applicable Levels of Service and concurrency issues are addressed.

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

USA 2013-01 Navy Federal

September 12, 2013

The Honorable Gene Valentino
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear Chairman Valentino:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendments for Escambia County (Amendment No. 13-6ESR and 13-7ESR) which were received on August 13 and 15, 2013, respectively. We have reviewed the proposed amendments pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendments if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment.

Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held and the amendment adopted within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Dan Evans, at (850) 717-8484, or by email at Dan.Evans@deo.myflorida.com.

Sincerely,

Mike McDaniel

Mike McDaniel
Comprehensive Planning Manager

MM/de
Enclosure(s): Procedures for Adoption

cc: Horace Jones, Division Manager, Development Services Division
Terry Joseph, Executive Director, West Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

District Three Planning Department
1074 Highway 90
P.O. Box 607, Chipley, FL 32428
Phone: (850) 638-0250 Fax: (850) 415-9149

ANANTH PRASAD, P.E.
SECRETARY

September 10, 2013

Mr. Horace Jones
Department Director
Escambia County Development Services
3363 West Park Place
Pensacola, Florida 32505

Subject: Escambia County 13-7ESR (NFCU Urban Service Area Boundary)

Dear Mr. Jones:

The Florida Department of Transportation has received the Escambia County Comprehensive Plan Amendment for the Navy Federal Credit Union property and appreciates the opportunity to participate in this review process.

The proposed text and map amendment proposes to designate the NFCU property as an Urban Service Area (USA) as identified within Florida Statutes 163.3164. The Urban Service Area designation was identified within the application submitted to encompass solely the NFCU property. The proposed development plan for the NFCU Urban Service Area being considered under this application is as follows:

Phase	Building	Building ID	Square Feet	Year Constructed	Approximate Employees
Existing	Office	B1	58,000	2003	3,250 (Current) 3,500 (Maximum)
	Office	B2	154,000	2007	
	Office	B3	165,000	2009	
	Office	B4	225,000	2011	
Subtotal			***602,000***		
Phase 1	Office	B5	215,469	2013-14	2,000
	Office	B6	147,153	2014-15	
Subtotal			**362,622**		
Phase 2	Office	B7	115,598	2016-19	2,000
	Office	B8	152,029	2016-19	
Subtotal			***267,627***		
Phase 3	Office	B9	115,598	2019-21	2,000
	Office	B10	152,029	2019-21	
Subtotal			***267,627***		
Total			1,499,876		9,500

In order to incorporate the NFCU Urban Service Area designation into the Comprehensive Plan, Escambia County should provide sufficient data and analysis in accordance with the statutory requirements. By definition, the Urban Service Area (USA) can be described as follows:

> ***Urban Service Area (163.3164, F.S.) – Urban Service Area means areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the capital improvements element.***

Per definition, the applicant (NFCU) is required to identify where public facilities (i.e. roadways) are needed to support the proposed development program within the NFCU Urban Service Area boundaries. In addition, the improvements are required to be in place or identified in the capital improvements element. Through coordination efforts, the applicant (NFCU) has provided additional data and analysis to identify the needed roadway infrastructure to support the land uses within the NFCU Urban Service Area *(Navy Federal Credit Union Traffic Impact Analysis – Phase Two and Three dated September 2013)*. The below table was provided by the applicant (NFCU)

Roadway Segment	No. of Lanes	MSV	Total Future Volumes	V/C Ratio
Nine Mile Road/ US90A				
Mobile Highway to I-10	2	1,950	2,946	1.51
I-10 to Pine Forest Road	2	1,560	1,708	1.09
Interstate 10				
Alabama State Line to Nine Mile Rd.	4	5,350	2,330	0.44
Nine Mile Road to Pensacola Blvd.	4	5,350	4,103	0.77

Based on the information provided, it is anticipated that nearly 85% of NFCU traffic was identified to travel to the east, with only 15% of the traffic traveling towards Mobile Highway. Therefore, it can be concluded that Nine Mile Road between Beulah Road and Pine Forest Road (SR 297) would require to be widened to four (4) lanes to support the NFCU Urban Service Area development program. Consistent with the statutory requirements of the Urban Service Area, the transportation improvements should be identified within the Capital Improvements Element.

Conclusion:

Based on the information provided and the aforementioned review, the Department does not object to the proposed Escambia County Comprehensive Plan Amendment to support the NFCU Urban Service Area.

Technical Assistance Comment:

- It should be noted that the proposed development program identified within the *Navy Federal Credit Union Traffic Impact Analysis – Phase Two and Three: dated September 2013* was identified to be 363,000 square feet per phase, versus the 267,627 square feet identified in the original application. However, based on the fact that the analysis was conducted at the higher square footage, the analysis was considered to be conservative. Therefore, the Department is not requesting any additional information.

The Department appreciates the Navy Federal Credit Union for providing the additional information requested for this review and looks forward to working with Escambia County and the applicant on the future phased-traffic studies and assessments.

As the FDOT and Escambia County has required that the applicant conduct a detailed traffic impact study at the time of development, the Department does not have any further review comments at this time.

If you have any questions, you may contact me at 850-330-1530 or by e-mail at Virgie.Bowen@dot.state.fl.us.

Sincerely,

Virgie Bowen

Virgie Bowen, AICP
Planning Department

Copies: Jim Wood, FDOT
Ray Kirkland, FDOT
Jason Peters, FDOT
Jim De Vries, FDOT
Ana Richmond, DEO
Janice Kilgore, NFCU
Kim Aderholdt, NFCU
Wiley Page, Atkins
Dave Mulholland, GMB

Florida Fish and Wildlife Conservation Commission

Commissioners
Richard A. Corbett
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Panama City

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Eric Sutton
Assistant Executive Director

Karen Ventimiglia
Chief of Staff

Office of the Executive Director
Nick Wiley
Executive Director

(850) 487-3796
(850) 921-5786 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

September 9, 2013

Mr. T. Lloyd Kerr, AICP
Director
Escambia County Developmental Services
3363 West Park Place
Pensacola, FL 32505
hljones@co.escambia.fl.us

RE: Escambia County Comprehensive Plan Amendment, Navy Federal Credit Union (NFCU) Urban Service Area, Escambia County 13-7ESR, Escambia County, Florida

Dear Mr. Kerr:

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed the referenced comprehensive plan amendment package and provides the following comments and recommendations in accordance with Chapter 163, Florida Statutes.

Escambia County is proposing to amend the Future Land Use Element of their Comprehensive Plan to create the Navy Federal Credit Union Urban Service Area future land use map category for parcels totaling 317.85 acres located on Nine Mile Road west of Interstate 10. The text amendment includes associated guidelines and policies to ensure the provision of public facilities, infrastructure, and services that are adequate to serve new development and encourage efficient development patterns and the delivery of public services while also protecting environmental and historical resources and facilities.

We are encouraged that Escambia County continues to consider larger landscape approaches to modifications of land use within the County and support this amendment and the proposed policies. We recommend that since part of the undeveloped area is still in open space, surveys be conducted for gopher tortoises (*Gopherus polyphemus,* State Threatened) before development occurs. FWC's gopher tortoise website contains the latest information on survey and permit requirements (http://myfwc.com/wildlifehabitats/managed/gopher-tortoise/).

If you need any further assistance, please do not hesitate to contact Jane Chabre either by phone at (850) 410-5367 or at FWCConservationPlanningServices@MyFWC.com. If you have specific technical questions regarding the content of this letter, please contact Theodore Hoehn at (850) 488-8792 or by email at ted.hoehn@myfwc.com.

Sincerely,

Jennifer D. Goff
Land Use Planning Program Administrator
Office of Conservation Planning Services

jdg/th
ENV 2-3-3
Escambia County 13-7 CPA-ESR_17978_090913.doc
cc: Anna Richmond, DEO, DCPexternalagencycomments@deo.myflorida.com

OFFICE OF THE COMMISSIONER
(850) 617-7700

THE CAPITOL
400 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER ADAM H. PUTNAM

August 29, 2013

VIA EMAIL (hljones@co.escambia.fl.us)

Escambia County Development Services Department
Attn: Horace Jones
3363 West Park Place
Pensacola, Florida 32505

Re: DACS Docket # -- 20130819-270
Escambia County Navy Federal Credit Union
Submission dated August 12, 2013

Dear Mr. Jones:

The Florida Department of Agriculture and Consumer Services (the "Department") received the above-referenced proposed comprehensive plan amendment on August 12, 2013 and has reviewed it pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2291.

Sincerely,

Sergio Alvarez
Senior Economist
Office of Policy and Budget

cc: Florida Department of Economic Opportunity
(SLPA #: Escambia County 13-7 ESR)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4978 **Growth Management Report** **12. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/03/2013
Issue: 5:49 p.m. - A Public Hearing - Comprehensive Plan Text Amendment CPA-2013-02
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Text Amendment CPA-2013-02

That the Board review and adopt an Ordinance to the Comprehensive Plan Article amending Chapter 7, Future Land Use, Policy FLU 1.1.12, "Family Conveyance Exception".

At the July 1, 2013 Planning Board meeting, the Board recommended approving the Ordinance for transmittal to Department of Economic Opportunity (DEO). On August 8, 2013 the Board of County Commissioners approved the Ordinance for transmittal to DEO. On September 12, 2013, the County received notice from DEO that they had no comments related to important state resources and facilities within their departments scope of review that would be adversely impacted by the amendment if adopted.

BACKGROUND:

It is the intent of the Comprehensive Plan to allow the Family Conveyance exception through the Escambia County Land Development Code (LDC) provision which allows property owners to convey parcels of property to family members as determined by the LDC.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Alison Rogers, County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Comprehensive Plan Amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

Ordinance Clean Copy

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Comp Plan-Family Conveyance Draft 3A

Date: 06/05/13

Date requested back by: 06/13/13

Requested by: Allyson Cain

Phone Number: 595-3547

(LEGAL USE ONLY)

Legal Review by Alison P. Rogers, County Attorney

Date Received: 6/10/2013

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2013-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "FUTURE LAND USE", POLICY FLU 1.1.12, "FAMILY CONVEYANCE EXCEPTION"; PROVIDING THAT FAMILY MEMBERS SHALL BE DEFINED BY THE LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (Comprehensive Plan) on January 20, 2011; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan consistent with Chapter 163, Florida Statutes.

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

Section 1. Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 7, "Future Land Use", Policy FLU 1.1.12 "Family Conveyance Exception" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

FLU 1.1.12 **Family Conveyance Exception.** Escambia County shall, through LDC provisions, continue to allow property owners to convey parcels of property to a ~~grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild~~ family member as determined by the Land Development Code for use solely as a homestead by that individual without regard to maximum residential densities established in the applicable zoning districts. However, the LDC may impose other limitations. The family conveyance provision shall apply only once to any individual.

Section 2. Severability.

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

DRAFT

Section 3. **Inclusion in the code.**

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, 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 of phrase in order to accomplish its intentions.

Section 4. **Effective date.**

Pursuant to Section 163.3184(3) (c) 4, Florida Statutes, this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2013-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "FUTURE LAND USE", POLICY FLU 1.1.12, "FAMILY CONVEYANCE EXCEPTION"; PROVIDING THAT FAMILY MEMBERS SHALL BE DEFINED BY THE LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (Comprehensive Plan) on January 20, 2011; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan consistent with Chapter 163, Florida Statutes.

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

Section 1. Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 7, "Future Land Use", Policy FLU 1.1.12 "Family Conveyance Exception" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

FLU 1.1.12 **Family Conveyance Exception.** Escambia County shall, through LDC provisions, continue to allow property owners to convey parcels of property to a ~~grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild~~ family member as determined by the Land Development Code for use solely as a homestead by that individual without regard to maximum residential densities established in the applicable zoning districts. However, the LDC may impose other limitations. The family conveyance provision shall apply only once to any individual.

Section 2. **Severability.**

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

<u>Section 3.</u> Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, 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 of phrase in order to accomplish its intentions.

<u>Section 4.</u> Effective date.

Pursuant to Section 163.3184(3) (c) 4, Florida Statutes, this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4979 **Growth Management Report** **12. 7.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/03/2013
Issue: 5:50 p.m. - A Public Hearing - LDC Ordinance, Article 4, "Family Conveyance Exception"
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 4, "Family Conveyance Exception"

That the Board review and adopt an Ordinance to the Land Development Code (LDC) Article 4.01.03.D. At the September 5, 2013, Planning Board meeting, the board recommended approval of this Ordinance.

BACKGROUND:

It is the intent of this Ordinance to expand the immediate family reference to include nieces, nephews, aunts and uncles to the family conveyance exception.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Alison Rogers, County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance
Ordinance Clean Copy

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LDC Ordinance- Family Conveyance- 4A

Date: 06/04/13

Date requested back by: 06/13/13

Requested by: Allyson Cain

Phone Number: 595-3547

(LEGAL USE ONLY)

Legal Review by Alison P. Rogers

Date Received: 6/10/2013

x Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AS AMENDED; AMENDING ARTICLE 4, "SUBDIVISION REGULATIONS" SECTION 4.01.03.D "EXCEPTIONS AND EXCLUSIONS", TO INCLUDE NIECES, NEPHEWS, AUNTS AND UNCLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to expand the immediate family reference to include nieces, nephews, aunts and uncles to the family conveyance exception.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 4, "Subdivision Regulations", Section 4.01.03.D, *"Exceptions and exclusions"* is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

4.01.03. Exceptions and exclusions. A building permit may be issued without a development order or other assurance that the property conforms to the provisions of this part if any of the following conditions apply:

D. *Family conveyance exception.* No building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt or uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. This exception shall apply only once to any owner-applicant.

Section 2. Severability.

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid

DRAFT

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 a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

DRAFT

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AS AMENDED; AMENDING ARTICLE 4, "SUBDIVISION REGULATIONS" SECTION 4.01.03.D "EXCEPTIONS AND EXCLUSIONS", TO INCLUDE NIECES, NEPHEWS, AUNTS AND UNCLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to expand the immediate family reference to include nieces, nephews, aunts and uncles to the family conveyance exception.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 4, "Subdivision Regulations", Section 4.01.03.D, *"Exceptions and exclusions"* is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

4.01.03. Exceptions and exclusions. A building permit may be issued without a development order or other assurance that the property conforms to the provisions of this part if any of the following conditions apply:

D. *Family conveyance exception.* No building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt or uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. This exception shall apply only once to any owner-applicant.

Section 2. Severability.

It is declared the intent of the Board of County Commissioners that if 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 a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4980 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/03/2013
Issue: Schedule of Public Hearings
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, November 7, 2013

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on October 7, 2013.

1. Case No.:	**Z-2013-16**
Address:	2640 W. Michigan Avenue
Property Reference No.:	42-1S-30-3004-000-003
Property Size:	2.23 (+/-) acres
From:	C-1, Retail Commercial District, (cumulative) (25 du/acre)
To:	C-2NA, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre) Bars, Nightclubs, and Adult Entertainment are Prohibited Uses
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Thomas Arnett, Agent for Crystal Beach Homes, Inc, Owner

2. Case No.:	**Z-2013-18**
Address:	6100 Mobile Highway
Property Reference No.:	39-1S-31-4412-000-001; 39-1S-31-4413-000-000
Property Size:	2.07 (+/-) acres
From:	R-3, One-Family and Two-Family District, (cumulative) Medium High Density (ten du/acre) and C-1, Retail Commercial District, (cumulative) (25 du/acre)

To:	C-1, Retail Commercial District, (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Derrel Slaughter, Owner and Agent for Janet Slaughter and Germaine York, Owners

3. Case No.:	**Z-2013-19**
Address:	3219 Stefani Road
Property Reference No.:	38-1N-31-4301-000-000
Property Size:	3.04 (+/-) acres
From:	VR-1,Villages Rural Residential District, Gross Density (one du/four acres)
To:	V-1, Villages Single-Family Residential District, Gross Density (one du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	5
Requested by:	Randall and Mary Goad, Owners

B. 5:46 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2013-01

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4929 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/03/2013
Issue: Surplus and Disposal of County Assets at the Health Department
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus and Disposal of County Assets Held by the Florida Department of Health in Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the surplus and disposal of the assets shown on the provided spreadsheet that are held by the Florida Department of Health in Escambia County.

BACKGROUND:

Florida Statues requires Board approval on all County owned assets.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/AN/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Health Department will handle the disposal of these assets.

Attachments

Health Department Surplus

Florida Department of Health in Escambia County **County Property Available for Surplus - September 2013**

DATE RECEIVED	ECHD PROP #	COUNTY PROP #	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	ORG CODE	PO#	COST	COMMENTS
3/8/2001	007012	49474	DISH	UNK	P8C 2.4	NONE		BB3318	2,082.00	Functional
5/5/2003	007107	51994	LAMINATOR	GBC	4500	OHG2156	69-116	DO775136	1,549.69	Not Functional
6/30/2004	007178	53179	AED	ALLYN	970302E	016202	69-116	BB6374	2,065.00	Expired
6/30/2004	007179	53180	AED	ALLYN	970302E	010071	69-116	BB6374	2,065.00	Expired
6/22/2007	009082	56083	PROJECTOR	INFOCUS	LP70	ANEV719R2723	03-400 ZC		799.99	Defective

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4822 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 10/03/2013
Issue: Assignment of the Agreement Disaster Management Consultant Services PD 09-10.061
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment of the Agreement (PD 09-10.061) Disaster Management Consulting Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to execute the Assignment of the Agreement (PD 09-10.061) between Escambia County, Florida, and Witt Group Holdings, LLC, to Witt O'Brien's, LLC, for Disaster Management Consulting Services, to authorize the name change from Witt Group Holdings, LLC, to Witt O'Brien's, LLC.

BACKGROUND:

On or about September 16, 2013, the County entered into a Contract (PD 09-10.061) with Global Options, Inc., that was subsequently assigned to Witt Group Holdings, LLC. Witt Group Holdings, LLC, filed a formal amendment of name change with the Florida Secretary of State, Division of Corporations, and the new name of the limited liability company authorized to transact business in the State of Florida shall be Witt O'Brien's, LLC.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

Assitant County Attorney Kristin Hual prepared the Amendment.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Amendment.

Attachments

Assignment of the Agreement
State of Delaware Certificate of Amendment
9-16-2010 Board's Minutes Page

ASSIGNMENT OF THE AGREEMENT (PD 09-10.061) BETWEEN ESCAMBIA COUNTY, FLORIDA AND WITT GROUP HOLDINGS, LLC TO WITT O'BRIEN'S, LLC

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is made and entered into on the ___ day of September 2013, by and among Escambia County, Florida a political subdivision of the State of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Witt Group Holdings, LLC, a foreign limited liability company authorized to transact business in the State of Florida, whose address is 1501 M Street, N.W., 5th Floor, Washington, DC 20005 (hereinafter referred to as the "Assignor"), and Witt O'Brien's, LLC, a foreign limited liability company authorized to transact business in the State of Florida, whose address is 1501 M Street, N.W., 5th Floor, Washington, DC 20005 (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about September 16, 2010, the County entered into a Contract (PD 09-10.061) with GlobalOptions, Inc., that was subsequently assigned to Assignor, Witt Group Holdings, LLC; and

WHEREAS, Assignor filed a formal amendment of name change with the Florida Secretary of State, Division of Corporations, and the new name of the limited liability company authorized to transact business in the State of Florida shall be Witt O'Brien's, LLC; and

WHEREAS, Assignor now desires to assign all of its rights, duties and obligations under the Contract to Assignee for such assignment; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's rights, duties and obligations under the Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The Contract is hereby assigned to **Assignee, Witt O'Brien's, LLC**, and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of **Assignor, Witt Group Holdings, LLC**, under the Contract shall become the right, duties and obligations of Assignee immediately upon this Assignment becoming effective.

2. County, Assignor, and Assignee agree to the assumption of the performance of the Contract by Assignee, and to the release of Assignor from any further performance under the Contract.

3. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/26/13

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

(SEAL)

ASSIGNOR:
Witt Group Holdings, LLC, a foreign limited liability company authorized to do business in the State of Florida.

Witness

Witness

By: _____
Pate Felts, Chief Financial Officer

Date: 9/25/13

ASSIGNEE:
Witt O'Brien's, LLC, a foreign limited liability company authorized to do business in the State of Florida.

Witness

Witness

By: _____
Pate Felts, Chief Financial Officer

Date: 9/25/13

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WITT GROUP HOLDINGS, LLC", CHANGING ITS NAME FROM "WITT GROUP HOLDINGS, LLC" TO "WITT O'BRIEN'S, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2012, AT 1:02 O'CLOCK P.M.

4747719 8100

121408295

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 0108122

DATE: 12-31-12

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:53 PM 12/31/2012
FILED 01:02 PM 12/31/2012
SRV 121408295 - 4747719 FILE

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

OF

WITT GROUP HOLDINGS, LLC

1. The name of the limited liability company is Witt Group Holdings, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article First of the Certificate of Formation shall be amended as follows:

FIRST: The name of the limited liability company is: Witt O'Brien's, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment this 28th day of December, 2012.

Ken Burris
Chief Executive Officer

A/75310286 1

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

25. Taking the following action concerning Disaster Management Consulting Services, PD 09-10.061 (Funding: Disaster Recovery Fund 112):

    A. Approving, and authorizing the Chairman to sign, multiple-award Contracts for Disaster Management Consulting Services, PD 09-10.061, to GlobalOptions, Inc., and PB Americas, Inc.; and

    B. Authorizing the Contract, Disaster Management Consulting Services, PD 09-10.061, which was originally awarded to GlobalOptions, Inc., to be assigned to Witt Group Holdings, LLC, per the Assignment of the Agreement, PD 09-10.061, between Escambia County, Florida, and GlobalOptions, Inc., to Witt Group Holdings, LLC, effective September 16, 2010.

26. See Page 55.

27. Taking the following action concerning Contract PD 07-08.041, Evaluation and Appraisal Report (EAR) Amendments to the Escambia County, Florida, Comprehensive Plan – RE-SOLICIT (Funding: Fund 001, General Fund, Cost Center 240206, Object Code 53101):

    A. Authorizing the assignment of the Contract PD 07-08.041, Evaluation and Appraisal Report (EAR) Amendments to the Escambia County, Florida, Comprehensive Plan – RE-SOLICIT, originally awarded to MSCW, Inc., to Vanassee Hangen Brustlin, Inc., in accordance with the terms and conditions of the Contract; and

    B. Authorizing the Chairman to sign the Assignment of Agreement.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5037 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 10/03/2013
Issue: 5:31 p.m. Public Hearing Request to Adopt the Uniform Method of Collection Resolution
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on December 5, 2013, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation, and this will happen during November 2013. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of the assessments and reduce the administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of the non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution
2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
3. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the
   place and time of a public hearing to be held between June 1 and September 15.
4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
5. Assessment roll is transmitted to the Tax Collector's Office for billing.

BUDGETARY IMPACT:

This resolution for the Uniform Method of Collection will apply for Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2014/2015.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides the tax parcel information to the County.
2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the newspaper the boundaries of the assessment districts and notice of the public hearing to adopt the assessment roll by first class mail to the affected property owners when the assessment is collected under the uniform method for the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4985 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 10/03/2013
Issue: MOU with 4-H Foundation for Funding of Maintenance Worker Position for FY 2013-2014
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding with the Escambia County 4-H Foundation, Inc., for a Camp Caretaker (Maintenance Worker) Position for Fiscal Year 2013-2014 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Memorandum of Understanding (MOU) between the Board of County Commissioners of Escambia County, Florida, and the Escambia County 4-H Foundation, Inc., to Cooperate in Funding a Camp Maintenance Worker Position:

A. Approve the MOU that will provide for the Escambia County 4-H Foundation, Inc., to fund a part-time Camp Caretaker (Maintenance Worker) position at the Langley Bell 4-H Center, as a Grant-funded position for Fiscal Year 2013-2014; and

B. Authorize the Chairman to sign the MOU.

BACKGROUND:

The maintenance worker (4-H camp caretaker) position became unfunded by the County in FY 2008-2009. Realizing the importance of maintaining the Langley Bell 4-H Center, the Escambia County 4-H Foundation, Inc., approved funding this position in a part-time capacity. The 4-H Foundation has agreed to continue funding the position with future funding to remain at the discretion of the 4-H Foundation pending annual budget review and approval. The Foundation has approved funding twenty (20) hours per week during the months of October through April and twenty-nine (29) hours per week during the months of May through September (mowing season).

BUDGETARY IMPACT:

The MOU will not have a budgetary impact on the County. The 4-H Foundation will be responsible for providing the funds to the County in a lump sum payment, and the County will be responsible for disbursing the funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The MOU was reviewed and approved as to legal sufficiency by Kristin Hual of the County Attorney's Office on 09-17-2013.

PERSONNEL:

The MOU will not result in any additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Policy Section II, B.8., states that resolutions, agreements, and contracts shall be drafted or received for review by the legal staff.

IMPLEMENTATION/COORDINATION:

Once the MOU is executed and funds received from the Escambia County 4-H Foundation, the Extension Office will forward payment to the Budget Office for their further processing. The Extension Office will coordinate with Management & Budget Services, Clerk's Payroll and the Escambia County 4-H Foundation for implementation of the MOU.

Attachments

EXT-MOU Camp Caretaker FY13-14

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND THE ESCAMBIA COUNTY 4-H FOUNDATION, INC., TO COOPERATE IN FUNDING A CAMP MAINTENANCE WORKER POSITION.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") and the Escambia County 4-H Foundation, Inc. (hereinafter referred to as "the 4-H Foundation").

WITNESSETH:

WHEREAS, the 4-H Foundation seeks to improve the community through various agricultural and educational projects; and,

WHEREAS, County seeks to improve the quality of life for its citizens through similar projects; and,

WHEREAS, to further this mutual goal, County and the 4-H Foundation cooperate in the maintenance of facilities at the Langley Bell 4-H Center; and,

WHEREAS, County and the 4-H Foundation have determined that a paid caretaker is a necessary component to maintain the Langley Bell 4-H Center; and,

WHEREAS, County and the 4-H Foundation seek to ensure that the caretaker position remains fully funded for the 2013-14 fiscal year.

NOW THEREFORE, it is mutually agreed that the parties enter into this Memorandum of Understanding (MOU) subject to the terms and conditions recited below.

1. THE 4-H FOUNDATION

1.1 The 4-H Foundation agrees to provide the County with a lump-sum payment for the position of Camp Caretaker (Maintenance Worker), as defined by the County's employment position classification plan and compensation plan. The lump-sum payment shall be equivalent to:

(a) Forty (40) hours of pay for every two-week pay period between October 1, 2013 and April 30, 2014.

(b) Fifty-eight (58) hours of pay for every two-week pay period between May 1, 2014, and September 30, 2014.

The 4-H Foundation shall also pay any additional increases associated with the additional hours, such as FICA or workers compensation. The

lump-sum payment shall be provided within fifteen (15) business days from the effective date of the MOU.

1.2 The 4-H Foundation agrees that the intent of this agreement is to fund the position of Camp Caretaker as a position that performs twenty (20) hours of work in a regular work-week between October 1, 2013, and April 30, 2014, and twenty-nine hours (29) of work in a regular work-week between May 1, 2014, and September 30, 2014.

1.3 The 4-H Foundation agrees that this one-time payment shall constitute its share of funding for the fiscal year in which the agreement becomes effective. Funding for subsequent fiscal years must be agreed to on an annual basis.

1.4 The 4-H Foundation agrees that the amount of the lump-sum payment shall be calculated by the Escambia County Office of Management and Budget.

1.5 The 4-H Foundation agrees that the Camp Caretaker is the employee of the County and that the position is the equivalent of a grant-funded position and shall be governed by all applicable County personnel rules and regulations, and that the County shall have the sole authority to hire and fire any employee who holds the position. The 4-H Foundation further agrees that the County shall have the sole authority to amend, modify, or delete any duties listed for the Camp Caretaker position.

2. **COUNTY**

2.1 The County assumes all legal responsibility as the employer of the Camp Caretaker, including distribution of wages and other compensations and associated increases owed to the Camp Caretaker in compliance with the applicable federal, state, and other payroll tax requirements. The County shall provide workers compensation, tax withholding, and other benefits as may be appropriate for a grant-funded position under the County's policies and procedures.

2.2 The County agrees that if the 4-H Foundation elects to discontinue funding at any time, the position may be abolished at the discretion of the County and the employee holding the position at the time of abolition shall not be entitled to continued employment with the County.

3. **TERMINATION**:

Termination shall be at will because of lack of funds or failure to satisfactorily perform the duties and obligations of this MOU. Termination shall be upon

twenty-four (24) hours notice by either party for lack of funding, or failure to perform.

4. **GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

5. **FURTHER DOCUMENTS:**

The Parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

6. **NO WAIVER:**

The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

This rest of this page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida by and through its Board of County Commissioners signing by and through its Chairman who is authorized to execute the same and the Escambia County 4-H Foundation, Inc. by and through its Chairperson authorized to execute the same.

Escambia County Florida, a political Subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____
BCC Approved: _____

_____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: _____
Title: AGA
Date: 9/17/13

THE ESCAMBIA COUNTY 4-H FOUNDATION, INC.

By: _____
President

Date: 09·18·2013

ATTEST:

By: Eric Gleaton
Corporate Secretary

(COPORATE SEAL)

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: MOU with 4-H Foundation for Camp Maintenance Worker FY13-14

Date: Submitted 09-11-2013 for 10-03-2013 BCC Meeting

Date due for placement on agenda: Department Deadline: 09-16-2013

Requested by Felicia A. Knight-Marlow – UF/IFAS Extension Escambia County

Phone Number: 850-475-5230

(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kristin Hual

Date Received: 9/13/13

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5030 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/03/2013
Issue: Mortgage Subordination for Wesley Haven Villa Refinancing
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Mortgage Subordination for the Wesley Haven Villa Refinancing - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Mortgage Subordination for the Wesley Haven Villa Refinancing:

A. Approve and authorize the Chairman to execute the U.S. Department of Housing and Urban Development Office of Residential Care Facilities Subordination Agreement - Financing Section 232, Wesley Haven Villa, FHA Project Number: 063-43069 (the existing Escambia County State Housing Partnerships Program second mortgage), in conjunction with, refinancing the Wesley Haven Villa first mortgage, as requested by the Methodist Homes Corporation and the Wesley Haven Villa, Inc.; and

B. Authorize the Chairman to execute any additional documents or certifications as may be required to culminate the subordination.

BACKGROUND:

Methodist Homes Corporation (MHC), formerly Methodist Homes for the Aging, Inc., was the developer and, through its non-profit subsidiary, Wesley Haven Villa, Inc., remains the owner of the Wesley Haven Villa affordable assisted living facility (located downtown at Wright & Tarragona). Wesley Haven Villa has been a high quality, positive addition to the community in that it provides a set-aside of its total assisted living units that meet affordability requirements of Florida Housing Finance Corporation (FHFC) and the State Housing Initiatives Partnership (SHIP) Program (22 of the total 55 units are affordable set-aside for elderly with incomes below 60% of the area median). In 2003, the County committed $330,000 in SHIP funds to aid with development of the facility and to meet FHFC fund leveraging requirements in the form of a 20 year zero interest, deferred payment loan with forgiveness at the end of the 20 year affordability period. The funds are secured by a subordinate mortgage/note on the property/facility see BCC action resume in **Exhibit I**).

MHC is currently working with HUD and the first mortgage lender to refinance the outstanding first mortgage on the property/facility with a Section 232 loan in order to effectively reduce the interest rate by approximately 2 percentage points, while maintaining their commitment to all

FHFC and SHIP stipulations. This will allow MHC to reduce annual costs, thereby delaying the necessity to increase rents, make needed physical enhancements to the existing facility, and better position the facility to maintain its current level of excellence. It is our desire to ensure that the rates for the units remain as affordable as possible over the duration of the SHIP affordability period.

To accomplish the refinance, MHC is requesting that the County execute necessary documents to continue to subordinate the SHIP Mortgage/Note to the new (refinance) loan. The SHIP Mortgage/note would continue in its subordinate position for the balance of the original 20 year term until it expires and is forgiven (assuming there is no default by MHC prior to said expiration).

BUDGETARY IMPACT:

There is no impact on current budgets as a result of this action.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Subordination of Mortgage (copy included in **Exhibit II**) has been reviewed and approved by Steve West, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the Subordination of Mortgage to authorize the Chairman to execute the required document.

IMPLEMENTATION/COORDINATION:

The County Attorney's Office and NEFI will coordinate with Methodist Homes Corporation as necessary to culminate the mortgage transaction.

Attachments

Exhibit I

Exhibit II

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Wesley Haven Villa

Motion made by Commissioner Gilley, seconded by Commissioner Banjanin, and carried 4-0, with Commissioner Dickson abstaining, due to a conflict, taking the following action regarding the commitment of State Housing Initiatives Partnership (SHIP) funds in support of Wesley Haven Villa, a 55-unit elderly Assisted Living *(Facility [ALF])* rental development project:

A. Approving the Wesley Haven Villa Affordable Rental Development Project Agreement with Wesley Haven Villa, Inc., a Florida non-profit corporation, wholly owned by Methodist Home for the Aging, Inc., and Sacred Heart Health System, specifying the funding, development, and project management responsibilities associated with the expenditure of $330,000 in SHIP leveraging funds to partially support the total cost for the construction of the 55-unit assisted living facility in accordance with the provisions of the Florida Housing Finance Corporation's Affordable ALF Rental Development Demonstration (Fund 120/SHIP: Cost Center 220460); and

B. Authorizing the Chairman to execute the Wesley Haven Villa Affordable Rental Development Project Agreement and all related documents required to implement the Agreement and all provisions thereof.

Note: Commissioner Dickson filed a Memorandum of Voting Conflict with the Clerk's Office.

EXHIBIT II

Subordination Agreement - Financing
Section 232

U.S. Department of Housing and Urban Development
Office of Residential Care Facilities

OMB Approval No. 2502-0605
(exp. 03/31/2014)

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

Project Name: Wesley Haven Villa
FHA Project No.: 063-43069

This Subordination Agreement (this "**Agreement**") is entered into this ____ day of October, 2013 between and among (i) GRANDBRIDGE REAL ESTATE CAPITAL LLC, a limited liability company organized and existing under the laws of North Carolina ("**Senior Lender**"), (ii) ESCAMBIA COUNTY, Florida, a political subdivision of the State of Florida ("**Subordinate Lender**"), and (iii) WESLEY HAVEN VILLA, INC., a non-profit corporation organized and existing under the laws of Florida ("**Borrower**").

RECITALS:

WHEREAS, Borrower is the owner of that certain assisted living facility (with limited nursing services) known as Wesley Haven Villa (the "**Project**"), located in Pensacola, Florida. Senior Lender has made or is making the senior mortgage loan as described on Schedule A, attached hereto and incorporated herein by this reference (the "**Senior Indebtedness**"), to Borrower in the original principal amount(s) as shown on Schedule A, evidenced by the note described in Schedule A (the "**Senior Note**"), and secured by, among other things, the security instrument as described in Schedule A (collectively, the "**Senior Security Instrument**"), covering the property described in Exhibit A, attached hereto and incorporated herein by this reference, together with all improvements thereon and personal property used relative thereof, all as more particularly described in the Senior Security Instrument (the "**Mortgaged Property**").

WHEREAS, Borrower has requested Senior Lender to approve Subordinate Lender's subordinate loan to Borrower in the amount of $330,000.00 (the "**Subordinate Loan**") and secured by, among other things, a mortgage lien against the Mortgaged Property **dated March 1, 2004 and recorded in the land records of Escambia County, Florida in Book 5356, Page 1713 as Instrument No. 2004-212795**.

WHEREAS, Senior Lender, with the approval of the U.S. Department of Housing and Urban Development ("**HUD**"), has agreed to approve Subordinate Lender having made the Subordinate Loan and placing a subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement and in accordance with Program Obligations, as defined below.

NOW, THEREFORE, in order to induce Senior Lender to approve Subordinate Lender having made the Subordinate Loan to Borrower and placing a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. DEFINITIONS. Any capitalized term or word used herein but not defined shall have the meaning given to such term in the Senior Security Instrument. The following terms, when used in this Agreement (including when used in the above recitals), shall have the following meanings, whether capitalized or not and whether singular or plural, unless, in the context, an incongruity results:

"**Affiliate**" is defined in 24 C.F.R. 200.215, or any successor regulation.

"**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"**Borrower**" means all entities identified as "Borrower" in the first paragraph of this Agreement, together with any successors, heirs, and assigns (jointly and severally). "Borrower" shall include any Entity taking title to the Mortgaged Property, whether or not such person or Entity assumes the Senior Note, provided that the term "Borrower" shall not include Senior Lender in the event that Senior Lender may acquire title to the Mortgaged Property. The "Borrower" is sometimes also referred to in the Senior Loan Documents as the "Obligor," the "Owner," and/or the "Mortgagor."

"**Business Day**" means any day other than a Saturday, a Sunday, a federal holiday or other day on which the federal government by law or executive order is closed, or a day on which banking institutions in the state in which the Mortgaged Property is located are authorized or obligated by law or executive order to remain closed.

"**Casualty**" is defined in Section 9.

"**Covenant Event of Default**" has the meaning set forth in the Senior Security Instrument.

"**Entity**" means an estate, trust, partnership, corporation, limited liability company, limited liability

partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"**Monetary Event of Default**" has the meaning set forth in the Senior Security Instrument.

"**Non-Project Sources**" means any funds that are not derived from Project Sources.

"**Program Obligations**" means (1) all applicable statutes and any regulations issued by HUD pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Agreement rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website: http://www.hud.gov/offices/adm/hudclips/index.cfm, or a successor location to that site.

"**Project Sources**" means the Mortgaged Property (as defined in the Senior Security Instrument), any proceeds of the Senior loan, and any reserve or deposit made with Senior Lender or any other party as required by HUD in connection with the senior loan.

"**Senior Indebtedness**" means all present and future indebtedness, obligations, and liabilities of Borrower to Senior Lender under or in connection with the Senior loan or the Senior Loan Documents.

"**Senior Lender**" means the Entity identified as "Senior Lender" in the first paragraph of this Agreement, together with any successors, heirs, and assigns (jointly and severally).

"**Senior Loan Documents**" means the Senior Note, the Senior Security Instrument, and the Healthcare Regulatory Agreement – Borrower between Borrower and HUD, as such documents may be amended from time to time and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Senior Indebtedness.

"**Senior Security Instrument Default**" means a Monetary Event of Default or a Covenant Event of Default.

"**Subordinate Indebtedness**" means all present and future indebtedness, obligations, and liabilities of Borrower to Subordinate Lender under or in connection with the Subordinate Loan or the Subordinate Loan Documents.

"**Subordinate Lender**" means the Entity that qualifies under Program Obligations and identified as "Subordinate Lender" in the first paragraph of this Agreement.

"**Subordinate Loan Documents**" means the Subordinate Note, the Subordinate Mortgage, and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness.

"**Subordinate Loan Enforcement Action**" means the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

"**Subordinate Mortgage Default**" means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), or which with the giving of notice or the passage of time, or both, would allow (but for any contrary provision of this Agreement), Subordinate Lender to take a Subordinate Loan Enforcement Action.

"**Surplus Cash**" has the meaning set forth in the Healthcare Regulatory Agreement – Borrower between Borrower and HUD.

"**Taking**" is defined in Section 9.

2. PERMISSION TO PLACE A MORTGAGE LIEN AGAINST THE MORTGAGED PROPERTY. Senior Lender agrees, subject to the provisions of this Agreement, to approve Subordinate Lender recordation of the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property (which are subordinate in all respects to the lien of the Senior Security Instrument) in order to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are true and correct on the date of this Agreement. If any of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are not true and correct, the provisions of the Senior Loan Documents applicable to unpermitted liens on the Mortgaged Property shall apply.

3. BORROWER'S AND SUBORDINATE LENDER'S REPRESENTATIONS AND WARRANTIES. Borrower and, with respect to subsections (a) through (d) below, Subordinate Lender, each make the following representations and warranties to Senior Lender:

(a) **Subordinate Loan Documents.** The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage.

(b) **Term of the Subordinate Loan.** The original principal amount of the Subordinate Note is $330,000.00. The Subordinate Note is due and payable in full only upon a default and. subject to there being no defaults, the entire principal balance is forgiven on March 1, 2024 (the "**Maturity**"). There are no scheduled payments due under the Subordinate Note. As long as HUD is the insurer or holder of the Senior Note on FHA Project No. 063-43069, any payments due from income of the Project under the Subordinate Note shall be payable only (i) from Surplus Cash of the Project; but, in no event greater than seventy-five percent (75%) of the total amount of Surplus Cash; or (ii) from monies received from Non-Project Sources. No prepayment of the Subordinate Note shall be made until after final endorsement by HUD of the Senior Note, unless such prepayment is made from Non-Project Sources and is approved in writing by HUD. The restriction on payment imposed by this Section shall not excuse any default caused by the failure of Borrower to pay the indebtedness evidenced by the Subordinate Note.

(c) **Relationship of Borrower to Subordinate Lender.** Subordinate Lender is not an Affiliate of Borrower.

(d) **Term.** The term of the Subordinate Note ends on March 1, 2024, on which date the principal amount of the Subordinate Note will be forgiven.

(e) **Subordinate Loan Documents.** The executed Subordinate Loan Documents are in the same form as those submitted to, and approved by, HUD prior to the date of this Agreement. Upon execution and delivery of this Agreement, Borrower has delivered Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(f) **Senior Loan Documents.** The executed Senior Loan Documents are the same forms as approved by HUD prior to the date of this Agreement. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

4. Deliveries. Borrower shall submit the following items to Senior Lender and HUD not later than the HUD endorsement date of the Senior Note:

(a) **Title Policy.** A policy of title insurance insuring the lien of the Senior Security Instrument which insures that (i) the lien of the Subordinate Mortgage is subordinate to the lien

of the Senior Mortgage, and (ii) this Agreement has been recorded among the applicable land records.

(b) **Certification.** A certification from Borrower and Subordinate Lender to HUD that the Subordinate Loan Documents do not contain any changes from the Subordinate Loan Documents submitted to, and approved by, HUD, before the date of this Agreement.

(c) **Subordinate Loan Documents.** A complete set of the Subordinate Loan Documents.

5. TERMS OF SUBORDINATION.

(a) **Agreement to Subordinate.** Senior Lender and Subordinate Lender agree that: (i) the Subordinate Indebtedness is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Senior Indebtedness, and (ii) the Subordinate Mortgage and the Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Security Instrument, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property). Subordinate Lender agrees to extinguish and release its lien on any and all of the Mortgaged Property in the event Senior Lender, HUD, or a designee of either acquires the Mortgaged Property pursuant to a deed in lieu of foreclosure.

(b) **Subordination of Subrogation Rights.** Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) **Payments Before Senior Security Instrument Default.** Until Subordinate Lender receives a default notice of a Senior Security Instrument Default from Senior Lender, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents provided that such payments are otherwise permitted under the terms of this Agreement.

(d) **Payments After Senior Security Instrument Default.** Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Security Instrument Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not

limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Mortgage) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a default notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Project Sources on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Mortgage) unless either (i) such payment is being made solely from Non-Project Sources or (ii) such payment is made with Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Security Instrument Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 5 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new default notice from Senior Lender in accordance with the provisions of this Section 5(d).

(e) **Remitting the Subordinate Loan Payments to Senior Lender.** If, after Subordinate Lender receives a default notice from Senior Lender in accordance with subsection (d) above, Subordinate Lender receives any payments under the Subordinate Loan Documents (other than payments permitted under subsection (d) above), Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 5, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Mortgage Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) **Agreement Not to Commence Bankruptcy Proceeding.** Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any Bankruptcy Proceeding with respect to Borrower, without Senior Lender's prior written consent.

6. DEFAULT UNDER THE SUBORDINATE LOAN DOCUMENTS.

(a) **Notice of Default and Cure Rights.** Subordinate Lender shall deliver to Senior Lender a default notice within five (5) Business Days in each case where Subordinate Lender has given a default notice to Borrower. Failure of Subordinate Lender to send a default notice to Senior

Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the opportunity, but not the obligation, to cure any Subordinate Mortgage Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents, subject to the limitations set forth in Section 6(b) below.

(b) **Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.** If a Subordinate Mortgage Default occurs and is continuing, Subordinate Lender agrees that it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents with respect to the Mortgaged Property, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder without Senior Lender's prior written consent. However, the preceding sentence shall not (i) limit Subordinate Lender's right to bring an action seeking recovery solely from Non-Project Sources or (ii) preclude Subordinate Lender from exercising or enforcing all the rights available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable law to enforce covenants and agreements of Borrower relating to income, rent or affordability restrictions.

7. DEFAULT UNDER THE SENIOR LOAN DOCUMENTS.

(a) **Notice of Default and Cure Rights.** Senior Lender shall deliver to Subordinate Lender a default notice within five (5) Business Days in each case where Senior Lender has given a default notice to Borrower (provided that Senior Lender shall have no liability to Borrower, Subordinate Lender or to any other Entity for failure to timely give such notice). Failure of Senior Lender to send a default notice to Subordinate Lender shall not prevent the exercise of Senior Lender's right and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. Borrower agrees that Subordinate Lender shall have the opportunity, but not the obligation, to cure either a Monetary Event of Default or a Covenant Event of Default within thirty (30) days following the date of such notice, or any time prior to an assignment of the Senior Security Instrument from Senior Lender to HUD, whichever date is later. Subordinate Lender acknowledges that Senior Lender shall be entitled during such period described above to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender shall have the opportunity to cure a Covenant Event of Default during such period described above so long as there is no Monetary Event of Default under the Senior Loan Documents. All amounts paid by Subordinate Lender to Senior Lender to cure any default under the Senior Loan Documents shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

(b) **Cross Default.** Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Security Instrument Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under

the Subordinate Loan Documents.

8. CONFLICT. Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; and (b) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be; give Borrower the right to notice of any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents, as applicable; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

9. RIGHTS AND OBLIGATIONS OF SUBORDINATE LENDER UNDER THE SUBORDINATE LOAN DOCUMENTS AND OF SENIOR LENDER UNDER THE SENIOR LOAN DOCUMENTS. Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) **Protection of Security Interest.** Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the Subordinate Indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure a Senior Security Instrument Default pursuant to Section 7(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) **Condemnation or Casualty.** In the event of a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(1) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and

remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by or with the written consent of Senior Lender; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (to payment of the costs and expenses of repair and restoration and/or to payment of the Senior Security Instrument) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Security Instrument, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Security Instrument shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents. Any proceeds then remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents shall be paid by Subordinate Lender to Borrower.

(c) **No Modification of the Subordinate Loan Documents.** Borrower and Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

10. MODIFICATION OF THE SENIOR LOAN DOCUMENTS; REFINANCING OF THE SENIOR INDEBTEDNESS. Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Security Indebtedness in accordance with Program Obligations (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Indebtedness, the Senior Note, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the indebtedness related to the refinance loan, the refinance note, the security instrument securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

11. DEFAULT BY SUBORDINATE LENDER OR SENIOR LENDER. If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting Lender shall have the right to all available legal and equitable relief.

12. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "**notices**" and referred to singly as a "**notice**") which Senior Lender or Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating next Business Day delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the U.S. Postal Service (any notice so sent shall be deemed to have been received two (2) Business Days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Grandbridge Real Estate Capital LLC
200 South College Street, Suite 2100
Charlotte, North Carolina 28202
Attention: HUD Loan Servicing

With a copy to:

U.S. Department of Housing and Urban Development
Director – Office of Residential Care Facilities
451 Seventh Street, S.W., Room 2247
Washington, DC 20410

SUBORDINATE LENDER:

Escambia County
Attn: Escambia County Attorney's Office
221 Palafox Place
Pensacola FL, 32502

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

13. GENERAL.

(a) **Assignment/Successors.** This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of Senior Lender and Subordinate Lender.

(b) **No Partnership or Joint Venture.** Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of any other party hereto.

(c) **Senior Lender's and Subordinate Lender's Consent.** Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) **Further Assurances; UCC Financing Statements.** Subordinate Lender, Senior Lender and Borrower each agree, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Loan Documents are subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement. Senior Lender is hereby authorized to file any and all UCC financing statement amendments required to reflect the priority of the Senior Indebtedness.

(e) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) **Governing Law.** This Agreement shall be governed by the laws of the state in which the Mortgaged Property is located, except as, so long as the Senior loan is insured or held by HUD, and solely as to rights and remedies of HUD, federal jurisdiction may be appropriate pursuant to any federal requirements. The state courts, and with respect to HUD's rights and remedies, federal courts, and governmental authorities in the state in which the Mortgaged Property is located, shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Subordinate Loan Documents. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

(g) **Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 5 hereof; (iii) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure; or (iv) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement. Notwithstanding the foregoing, in the event that the Senior Indebtedness is refinanced, the term of this Agreement shall continue and the Subordinate Indebtedness and the Subordinate Loan Documents shall be subordinate to any such indebtedness related to the refinance loan as provided in Section 10 above.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

14. The following Exhibit is attached to this Agreement:

Exhibit A Legal Description of the Land

SIGNATURE PAGE TO
SUBORDINATION AGREEMENT - FINANCING SECTION 232
WESLEY HAVEN VILLA, FHA PROJECT NO.: 063-43069

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

GRANDBRIDGE REAL ESTATE CAPITAL LLC

By: _____
Georganna G. Geier
Vice President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of October, 2013, by Georganna G. Geier, Vice President of Grandbridge Real Estate Capital LLC, on behalf of the trust fund. She is personally known to me or has produced _____ as identification.

_____
Notary public
Print Name: _____

Seal

My Commission expires:

[Signatures continue on next page]

SIGNATURE PAGE TO
SUBORDINATION AGREEMENT - FINANCING SECTION 232
WESLEY HAVEN VILLA, FHA PROJECT NO.: 063-43069

SUBORDINATE LENDER:

ESCAMBIA COUNTY

By: _____
Name: Gene M. Valentino
Title: Chairman, Escambia County Board of County Commissioners

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(S E A L)

Approved as to Form and Legal Sufficiency:

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Sept. 16, 2013

[Signatures continue on next page]

SIGNATURE PAGE TO
SUBORDINATION AGREEMENT - FINANCING SECTION 232
WESLEY HAVEN VILLA, FHA PROJECT NO.: 063-43069

BORROWER:

WESLEY HAVEN VILLA, INC.,
a Florida non-profit corporation

By: _____
Betty Salter
President

Signed, Sealed and Delivered
in the Presence of:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by Betty Salter, President of Wesley Haven Villa, Inc., a Florida non-profit corporation , on behalf of the corporation. She is personally known to me or has produced _____ as identification.

_____
Notary public
Print Name: _____

Seal

My Commission expires:

Schedule A

List of Senior Loan Documents

EXHIBIT A

[LEGAL DESCRIPTION OF THE LAND]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5021 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/03/2013
Issue: United Way of Escambia County - "Day of Caring" - October 11, 2013
From: David Musselwhite, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the United Way of Escambia County "Day of Caring" on October 11, 2013 - David Musselwhite, Information Technology Department Director

That the Board support the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 11, 2013, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

BACKGROUND:

United Way's Day of Caring has become Escambia County's premier "hands-on" opportunity to help people and community service agencies. This event brings people from all segments of the business, government, and military communities together to perform needed volunteer projects at local non-profit organizations. Volunteers will do a variety of tasks for those most in need in our community. Each year, many companies, governmental agencies and the military allow their employees this opportunity to help the community and complete numerous projects at United Way funded agencies.

BUDGETARY IMPACT:

Any employee participating in this activity is already included in the current budget of their respective divisions. In lieu of the employee utilizing annual leave, the hours involved in the "Day of Caring" would be reported as administrative leave.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Division Managers will determine employee participation considering the workload of their divisions and staffing requirements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Should the Board authorize administrative leave for this activity, it will be in accordance with other categorical areas giving service to the public and the community.

IMPLEMENTATION/COORDINATION:

County employee participation will be coordinated with the United Way "Day of Caring" Committee and will be the responsibility of the Event Coordinator. Employee participation will be documented and confirmation will be provided to the respective divisions for payroll purposes.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5015 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/03/2013
Issue: Request for Disposition of Property
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Property for the Office of the Clerk & Comptroller - Pam Childers, Clerk of the Circuit Court

That the Board approve the Request for Disposition of Property Form, for the Office of the Clerk & Comptroller, for property which is to be auctioned/disposed of, all of which is described and listed on the Form with the Agency and reason stated.

BACKGROUND:

The computers have had the hard drives removed for security reasons, and the other equipment is obsolete or broken and is to be recycled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Clerk Disposal

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: CLERK OF COURT & COMPTROLLER COST CENTER NO: _____

PAM CHILDERS, CLERK & COMPTROLLER DATE: 8/29/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara Cowen Phone No: 595-4144

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	VARIOUS	PER LISTING ATTACHED	SEE ATTACHED			

Disposal Comments:

The computers have had the hard drives removed for security reasons, and the other equipment is broken or obselete.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 8/29/13

FROM: Clerk & Comptroller Clerk (Signature): Pam Childers

Clerk (Print Name): PAM CHILDERS, CLERK & COMPTROLLER

RECOMMENDATION: Date: _____

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

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. bj 05-15-13

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

REQUEST FOR DISPOSITION OF PROPERTY

Date: July 29, 2013

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG# (Y/N)	Property Number	Description of Item	Serial Number	Model	Year	Condition
Y	Various	Per IT listing attached	Per IT listing attached	Per IT listing attached		Obsolete

Conditions: ____ Trade in on New Equipment for $500 ea
____ Transfer to BCC to Dispose-Good Condition/Sold/Auction -Unusable for COC
__X__ Transfer to BCC to Dispose-Bad Condition-Send to recycling-Unusable

Approved by: Pam Childers
Pam Childers, Clerk and Comptroller

Accounting • 190 W. Government Street • Post Office Box 333 • Pensacola, FL 32591-0333
Telephone 850-595-4140 • Accounting@EscambiaClerk.com

1.	**Dell GX 900 Computer**	**50042**
2.	Dell GX 270 Computer	52423
3.	Dell GX 270 Computer	52427
4.	Dell GX 270 Computer	52400
5.	Dell GX 270 Computer	52220
6.	Dell GX 270 Computer	52405
7.	Dell GX 270 Computer	52234
8.	Dell GX 270 Computer	52417
9.	Dell GX 270 Computer	52215
10.	Dell GX 270 Computer	52401
11.	Dell GX 270 Computer	52404
12.	Dell GX 270 Computer	52428
13.	Dell GX 270 Computer	52218
14.	Dell GX 270 Computer	52224
15.	Dell GX 270 Computer	52226
16.	Dell GX 270 Computer	52419
17.	Dell GX 270 Computer	52230
18.	Dell GX 270 Computer	52231
19.	Dell GX 270 Computer	52219
20.	Dell GX 270 Computer	52430
21.	Dell GX 270 Computer	52431
22.	Dell GX 270 Computer	52398
23.	Dell GX 270 Computer	2003 51921 <$1000
24.	Dell GX 270 Computer	52242
25.	Dell GX 270 Computer	52554
26.	Dell GX 270 Computer	52397
27.	Dell GX 270 Computer	42409
28.	Dell GX 270 Computer	52418
29.	Dell GX 270 Computer	52429
30.	Dell GX 270 Computer	BLANK TAG <$1000? ST:5CVM831 EXP:11662610797 tag removed
31.	Dell GX 270 Computer	52216
32.	Dell GX 270 Computer	52228
33.	Dell GX 270 Computer	52240
34.	Dell GX 270 Computer	52227
35.	Dell GX 270 Computer	52223
36.	Dell GX 270 Computer	52221

non-functioning hard drives removed for data security - per IT KC

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37.	Dell GX 270 Computer	52437
38.	Dell GX 270 Computer	52435
39.	Dell GX 270 Computer	52238
40.	Dell GX 270 Computer	52424
41.	Dell GX 270 Computer	52426
42.	Dell GX 270 Computer	2003 51933 <$1000
43.	Dell GX 270 Computer	52222
44.	Dell GX 270 Computer	52213
45.	Dell GX 270 Computer	2003 51925 <$1000
46.	Dell GX 270 Computer	53734
47.	Dell GX 270 Computer	53735
48.	Dell GX 270 Computer	53737
49.	Dell GX 270 Computer	50043
50.	Dell GX 270 Computer	2003 51918 <$1000
51.	Dell GX 270 Computer	52399
52.	Dell GX 270 Computer	2003 51927 <$1000
53.	Dell GX 270 Computer	51939 <$1000
54.	Dell GX 270 Computer	2003 51930 <$1000
55.	Dell GX 270 Computer	52237
56.	Dell GX 270 Computer	52202
57.	Dell GX 270 Computer	52208
58.	Dell GX 270 Computer	52200
59.	Dell GX 270 Computer	52203
60.	Dell GX 270 Computer	52206
61.	Dell GX 270 Computer	52201
62.	Dell GX 270 Computer	52550
63.	Dell GX 270 Computer	52205
64.	Dell GX 270 Computer	52204
65.	Dell GX 270 Computer	52209
66.	Dell GX 270 Computer	52552
67.	Dell GX 270 Computer	52557
68.	Dell GX 270 Computer	53773
69.	Dell GX 270 Computer	52556
70.	Dell GX 270 Computer	50041
71.	Dell GX 270 Computer	52210
72.	Dell GX 270 Computer	51911
73.	Dell GX 270 Computer	52406
74.	Dell GX 270 Computer	52402
75.	Dell GX 270 Computer	2003 51932 <$1000

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76.	Dell GX 270 Computer	52420
77.	Dell GX 270 Computer	2003 51917
78.	Dell GX 270 Computer	52408
79.	Dell GX 270 Computer	52214
80.	Dell GX 270 Computer	2003 51923 $1000
81.	Dell GX 270 Computer	52211
82.	Dell GX 270 Computer	52232
83.	Dell GX 270 Computer	2003 51919 $1000
84.	HP COMPUTER HUB ADVANCES STACK	42909
85.	BAYSTACK SWITCH DEH 2553	45000
86.	SWITCH	46904
87.	MAXTOR MAXATTACH 240 GIG	47691
88.	MAXTOR MAXATTACH 240 GIG	47692
89.	LASER PRINTER HP4100N	49727
90.	PC DELL GX110 COMPUTER	48867
91.	COLOR LASER PRINTER4550N	48969
92.	PRINTER LASER JET5 COLOR	47097
93.	SHARP FODC500P FAX MACHINE	52568
94.	Projector	52754
95.	DELL OPTIPLEX GX1 P6350 PC	46912
96.	SERVER DELL POWEREDGE 2400	47690
97.	POWER EDGE 4200 SERVER	45109
98.	FAX MACHINE	2004 52581
99.	FAX MACHINE SHARP FO5700	49757
100	SHARP FO 5700 FAX MACHINE	50053
101	FAX MACHINE SHARP FO-DC535	56625

equipment - broken not usable / not able to resale per IT

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102	HP PRINTER	48942
103	HP PRINTER	48974
104	LASER PRINTER HP 4100N	48973
105	LASER PRINTER HP4100N	50046
106	EPSON VAL/PRINTER TM930-II	40416
107	PRINTER VALIDATOR EPSON TM930	44582
108	PRINTER VALIDATOR TM 930	44591
109	PRINTER VALIDATOR TM U375	45392

8/5/2013

SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000040416 EPSON VAL/PRINTER TM930-II                       FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   EPSON                          CLS M       VENDOR  NCR                              DEP N POST DP N DEP METH
           MODEL TM930 II                       CAT 101     PO                UNITS  1               SALVAGE VALU            .00
           S/N   4850004472                     LOC BBCWAIT CHECK             UN CST 1417.95        ACCUM DEP          1417.95
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 09/30/92 COST   1417.95        REM BOOK BASIS          .00
           CONDITION GOOD    STATUS             DPT BCC     INS CO  INCL $18.95 FRT/$75.00 IN       DEP BASIS          1417.95
           NEXT SCHEDULED MAINTENANCE 08/27/10  GRT         INS VAL           0.00                  LAST POSTING DATE  09/30/06
                          WOODEN CLOSET 2                                                            SALE AMOUNT             .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                               1.00

0000042909 HP COMPUTER HUB ADVANCES STACK                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   HEWLETT PACKARD                CLS M       VENDOR  BINARY SYS                       DEP N POST DP N DEP METH
           MODEL ADVANCES STACK                 CAT 100     PO                UNITS  1               SALVAGE VALU            .00
           S/N   SG 53030273                    LOC BBCWAIT CHECK             UN CST 2211.00        ACCUM DEP          2211.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 09/29/95 COST   2211.00        REM BOOK BASIS          .00
           CONDITION GOOD    STATUS             DPT BCC     INS CO                                  DEP BASIS          2211.00
           NEXT SCHEDULED MAINTENANCE           GRT         INS VAL           0.00                  LAST POSTING DATE  09/30/06
                          WOODEN CAB 1                                                               SALE AMOUNT             .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                               1.00

0000044582 PRINTER VALIDATOR EPSON TM930                    FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   EPSON                          CLS M       VENDOR  FORESIGHT INFO SYS               DEP N POST DP N DEP METH
           MODEL TM-930 II                      CAT 101     PO      960383    UNITS  1               SALVAGE VALU            .00
           S/N   2VG0001238                     LOC BBCWAIT CHECK             UN CST 1020.00        ACCUM DEP          1020.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 08/06/96 COST   1020.00        REM BOOK BASIS          .00
           CONDITION GOOD    STATUS             DPT BCC     INS CO  1013 OFF RECORDS                DEP BASIS          1020.00
           NEXT SCHEDULED MAINTENANCE           GRT         INS VAL           0.00                  LAST POSTING DATE  09/30/06
                          WOODEN CLOSET 2                                                            SALE AMOUNT             .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                               1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000044591 PRINTER VALIDATOR TM 930                         FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   EPSON                          CLS M       VENDOR  FORESIGHT INFO SYS               DEP N POST DP N DEP METH
           MODEL TM-930 II                      CAT 101     PO      960383     UNITS  1             SALVAGE VALU             .00
           S/N   2VG0001237                     LOC BBCWAIT CHECK              UN CST 1020.00        ACCUM DEP           1020.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 08/06/96  COST   1020.00        REM BOOK BASIS           .00
           CONDITION GOOD    STATUS WC2         DPT BCC     INS CO  1013 OFF RECORDS                 DEP BASIS           1020.00
           NEXT SCHEDULED MAINTENANCE           GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                          WOODEN CLOSET 2                                                             SALE AMOUNT              .00
                                                                                                      RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000045000 BAYSTACK SWITCH DEH 2553                         FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   BAYSTACK                       CLS M       VENDOR  DATACOM                          DEP N POST DP N DEP METH
           MODEL DEH2553                        CAT 100     PO      970366     UNITS  1             SALVAGE VALU             .00
           S/N   KEF0001293                     LOC BBCWAIT CHECK              UN CST 3050.00        ACCUM DEP           3050.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 09/30/97  COST   3050.00        REM BOOK BASIS           .00
           CONDITION GOOD    STATUS WC1         DPT BCC     INS CO  MIS#4020                         DEP BASIS           3050.00
           NEXT SCHEDULED MAINTENANCE           GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                          WOODEN CLOSET 1                                                             SALE AMOUNT              .00
                                                                                                      RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000045109 POWER EDGE 4200 SERVER                           FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                           CLS M       VENDOR  DELL                             DEP N POST DP N DEP METH
           MODEL POWER EDGE 4200                CAT 100     PO      970413     UNITS  1             SALVAGE VALU             .00
           S/N   BH49K                          LOC BBCWAIT CHECK              UN CST 13445.00       ACCUM DEP          13445.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 09/30/97  COST   13445.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE     DPT BCC     INS CO  MIS #4020                        DEP BASIS          13445.00
           NEXT SCHEDULED MAINTENANCE           GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                      SALE AMOUNT              .00
                                                                                                      RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000045392 PRINTER VALIDATOR TM U375                        FUNDING SPEC REV     CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   EPSON                          CLS M       VENDOR  FORESIGHT INFO                  DEP N POST DP N DEP METH
           MODEL TM-U375                        CAT 101     PO      970095     UNITS  1            SALVAGE VALU             .00
           S/N   2VG0002519                     LOC BBCWAIT CHECK              UN CST 1091.43       ACCUM DEP            1091.43
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 03/07/97  COST   1091.43       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS WC2         DPT BCC     INS CO  SPECIAL RESERVE                 DEP BASIS            1091.43
           NEXT SCHEDULED MAINTENANCE           GRT         INS VAL           0.00                  LAST POSTING DATE   09/30/06
                          WOODEN CLOSET 2                                                            SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000046904 BAY NETWORK SWITCH 350F                          FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   BAY                            CLS M       VENDOR  R. K. COMPUTER                  DEP N POST DP N DEP METH
           MODEL 350F                           CAT 100     PO      980419     UNITS  1            SALVAGE VALU             .00
           S/N                                  LOC BBCWAIT CHECK              UN CST 2076.00       ACCUM DEP            2076.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 09/22/98  COST   2076.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS WC1         DPT BCC     INS CO  #4020 MGT..INFOR. SERVICE       DEP BASIS            2076.00
           NEXT SCHEDULED MAINTENANCE           GRT         INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000046912 DELL OPTIPLEX GX1  P6350 PC                      FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                           CLS M       VENDOR  DELL COMPUTER                   DEP N POST DP N DEP METH
           MODEL P6350                          CAT 100     PO      980428     UNITS  1            SALVAGE VALU             .00
           S/N   G9LYF                          LOC BBCWAIT CHECK   7221       UN CST 1853.00       ACCUM DEP            1853.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 09/24/98  COST   1853.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE     DPT BCC     INS CO  #4020 MGT. INFOR SERV           DEP BASIS            1853.00
           NEXT SCHEDULED MAINTENANCE           GRT         INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                 DEPRECIATION INFORMATION

0000047097 PRINTER LASER JET5 COLOR                        FUNDING GENERAL      CAPITAL ASSET Y    EST LIFE   3    DEP LIFE
      -000 MFR   HEWLETT PACKARD                CLS M      VENDOR  R. K. COMPUTERS                 DEP N POST DP N DEP METH
           MODEL LASER JET 5 /1998              CAT 101    PO      980359     UNITS  1            SALVAGE VALU            .00
           S/N   JPHF178088                     LOC BBCWAIT CHECK              UN CST 4346.00      ACCUM DEP           4346.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 09/09/98  COST   4346.00      REM BOOK BASIS          .00
           CONDITION GOOD    STATUS STORAGE     DPT BCC    INS CO  #4010 OPERATIONAL SERVICE       DEP BASIS           4346.00
           NEXT SCHEDULED MAINTENANCE 01/24/08  GRT        INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                   SALE AMOUNT             .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00

0000047690 SERVER DELL POWEREDGE 2400                      FUNDING GENERAL      CAPITAL ASSET Y    EST LIFE   3    DEP LIFE
      -000 MFR   DELL                           CLS M      VENDOR  DELL                           DEP N POST DP N DEP METH
           MODEL POWEREDGE 2400                 CAT 100    PO      2000504    UNITS  1            SALVAGE VALU            .00
           S/N   260W101                        LOC BBCWAIT CHECK   10769      UN CST 5449.00      ACCUM DEP           5449.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 09/15/00  COST   5449.00      REM BOOK BASIS          .00
           CONDITION GOOD    STATUS WC1         DPT BCC    INS CO                                   DEP BASIS           5449.00
           NEXT SCHEDULED MAINTENANCE           GRT        INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                   SALE AMOUNT             .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00

0000047691 MAXTOR MAXATTACH 240 GIG                        FUNDING GENERAL      CAPITAL ASSET Y    EST LIFE   3    DEP LIFE
      -000 MFR   MAXTOR                         CLS M      VENDOR  RC COMPUTER                    DEP N POST DP N DEP METH
           MODEL 240 GIG NAS DEVICE             CAT 100    PO      2000509    UNITS  1            SALVAGE VALU            .00
           S/N   EC00907E                       LOC BBCWAIT CHECK   10752      UN CST 3380.00      ACCUM DEP           3380.00
           INVENTORY DATE 08/14/12              FUND TYPE  G ACQUIRE 09/21/00  COST   3380.00      REM BOOK BASIS          .00
           CONDITION GOOD    STATUS WC1         DPT BCC    INS CO                                   DEP BASIS           3380.00
           NEXT SCHEDULED MAINTENANCE           GRT        INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                   SALE AMOUNT             .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000047692 MAXTOR MAXATTACH 240 GIG                         FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   MAXTOR                          CLS M      VENDOR  RC COMPUTER                     DEP N POST DP N DEP METH
           MODEL 240 GIG NAS DEVICE              CAT 100    PO      2000509    UNITS  1             SALVAGE VALU             .00
           S/N   EC009087                        LOC BBCWAIT CHECK  10752      UN CST 3380.00       ACCUM DEP           3380.00
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 09/21/00 COST   3380.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS WC1          DPT BCC    INS CO                                  DEP BASIS           3380.00
           NEXT SCHEDULED MAINTENANCE            GRT        INS VAL          0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000048867 PC DELL GX110 COMPUTER                           FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                            CLS M      VENDOR  DELL                             DEP N POST DP N DEP METH
           MODEL GX110                           CAT 100    PO      2000523    UNITS  1             SALVAGE VALU             .00
           S/N   DTNG201                         LOC BBCWAIT CHECK  10810      UN CST 1811.00       ACCUM DEP           1811.00
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 09/29/00 COST   1811.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE      DPT BCC    INS CO                                  DEP BASIS           1811.00
           NEXT SCHEDULED MAINTENANCE            GRT        INS VAL          0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000048942 LASER PRINTER 4100N                              FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   HEWLETT PACKARD                 CLS M      VENDOR  R.C. COMPUTERS                   DEP N POST DP N DEP METH
           MODEL 4100N                           CAT 101    PO      2001291    UNITS  1             SALVAGE VALU             .00
           S/N   USBNH17000                      LOC BBCWAIT CHECK             UN CST 1635.85       ACCUM DEP           1635.85
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 04/11/01 COST   1635.85       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE      DPT BCC    INS CO                                  DEP BASIS           1635.85
           NEXT SCHEDULED MAINTENANCE            GRT        INS VAL          0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000048969 COLOR LASER PRINTER4550N                         FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   HEWLETT PACKARD                 CLS M      VENDOR  POMEROY COMPUTER RESOURCES       DEP N POST DP N DEP METH
           MODEL 4550N                           CAT 101    PO      2001330     UNITS  1            SALVAGE VALU              .00
           S/N   JPNCA21597                      LOC BBCWAIT CHECK  11892       UN CST 2107.00      ACCUM DEP            2107.00
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 04/24/01  COST   2107.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS              DPT BCC    INS CO                                  DEP BASIS            2107.00
           NEXT SCHEDULED MAINTENANCE 05/30/06   GRT        INS VAL          0.00                   LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000048973 LASER PRINTER HP 4100N                           FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   HEWLETT PACKARD                 CLS M      VENDOR  R C COMPUTERS                    DEP N POST DP N DEP METH
           MODEL HP 4100N                        CAT 101    PO      2001294     UNITS  1            SALVAGE VALU              .00
           S/N   USBND07837                      LOC BBCWAIT CHECK  11808       UN CST 1635.85      ACCUM DEP            1635.85
           INVENTORY DATE 07/18/12               FUND TYPE  G ACQUIRE 04/19/01  COST   1635.85      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS              DPT BCC    INS CO                                  DEP BASIS            1635.85
           NEXT SCHEDULED MAINTENANCE            GRT        INS VAL          0.00                   LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000048974 LASER PRINTER HP 4100N                           FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   HEWLETT PACKARD                 CLS M      VENDOR  R C COMPUTERS                    DEP N POST DP N DEP METH
           MODEL HP 4100N                        CAT 101    PO      2001294     UNITS  1            SALVAGE VALU              .00
           S/N   USBND07844                      LOC BBCWAIT CHECK  11808       UN CST 1635.85      ACCUM DEP            1635.85
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 04/19/01  COST   1635.85      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS              DPT BCC    INS CO                                  DEP BASIS            1635.85
           NEXT SCHEDULED MAINTENANCE            GRT        INS VAL          0.00                   LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000049727 LASER PRINTER HP4100N                            FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   HEWLETT PACKARD                  CLS M     VENDOR  POMEROY COMPUTER RESOURCES       DEP N POST DP N DEP METH
           MODEL HP 4100N                         CAT 101   PO      2001435    UNITS  1              SALVAGE VALU              .00
           S/N   USBNK04253                       LOC BBCWAIT CHECK              UN CST 1424.00      ACCUM DEP            1424.00
           INVENTORY DATE 07/20/12                FUND TYPE  G ACQUIRE 06/19/01  COST   1424.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS               DPT BCC   INS CO  JURY MANAGEMENT                  DEP BASIS            1424.00
           NEXT SCHEDULED MAINTENANCE             GRT       INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT               .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                   ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                      SPI      SPI DEFAULT                                              1.00

0000049757 FAX MACHINE SHARP FO5700                         FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   SHARP                            CLS M     VENDOR  SHARP/COPY PRODUCTS              DEP N POST DP N DEP METH
           MODEL FO5700                           CAT 110   PO      2001529    UNITS  1              SALVAGE VALU              .00
           S/N   17106126                         LOC BBCWAIT CHECK              UN CST 1473.00      ACCUM DEP            1473.00
           INVENTORY DATE 08/14/12                FUND TYPE  G ACQUIRE 09/28/01  COST   1473.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS STORAGE       DPT BCC   INS CO  FINANCE                          DEP BASIS            1473.00
           NEXT SCHEDULED MAINTENANCE             GRT       INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT               .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                   ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                      SPI      SPI DEFAULT                                              1.00

0000050041 OPTIPLEX 900 PC COMPUTER                         FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL COMPUTERS                   CLS M     VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL OPTIPLEX 900                     CAT 100   PO      2001671    UNITS  1              SALVAGE VALU              .00
           S/N   2201W01                          LOC BBCWAIT CHECK              UN CST 1073.00      ACCUM DEP            1073.00
           INVENTORY DATE 08/14/12                FUND TYPE  G ACQUIRE 09/24/01  COST   1073.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS WC2           DPT BCC   INS CO  MIS                              DEP BASIS            1073.00
           NEXT SCHEDULED MAINTENANCE 05/18/07    GRT       INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT               .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                   ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                      SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000050043 OPTIPLEX 900 PC COMPUTER                        FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL COMPUTERS                  CLS M     VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL OPTIPLEX 900                    CAT 100   PO      2001671     UNITS  1            SALVAGE VALU              .00
           S/N   D101W01                         LOC BBCWAIT CHECK             UN CST 1073.00      ACCUM DEP            1073.00
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 09/24/01 COST   1073.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS WC2          DPT BCC   INS CO  MIS                             DEP BASIS            1073.00
           NEXT SCHEDULED MAINTENANCE            GRT       INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                   SALE AMOUNT               .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI       SPI DEFAULT                                              1.00

0000050046 LASER PRINTER HP4100N                           FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   HEWLETT PACKARD                 CLS M     VENDOR  R C COMPUTERS                   DEP N POST DP N DEP METH
           MODEL HP4100N                         CAT 101   PO      2002065     UNITS  1            SALVAGE VALU              .00
           S/N   USBDK02475                      LOC BBCWAIT CHECK             UN CST 1585.00      ACCUM DEP            1585.00
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 11/13/01 COST   1585.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS STORAGE      DPT BCC   INS CO  COURT DIVN/MIS                   DEP BASIS            1585.00
           NEXT SCHEDULED MAINTENANCE 03/25/10   GRT       INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                   SALE AMOUNT               .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI       SPI DEFAULT                                              1.00

0000050053 SHARP FO 5700 FAX MACHINE                       FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   SHARP                           CLS M     VENDOR  COPY PRODUCTS                   DEP N POST DP N DEP METH
           MODEL FO5700                          CAT 110   PO      2002278     UNITS  1            SALVAGE VALU              .00
           S/N   24100481                        LOC BBCWAIT CHECK             UN CST 1473.00      ACCUM DEP            1473.00
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 04/05/02 COST   1473.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS STORAGE      DPT BCC   INS CO  COUNTY CIVIL                    DEP BASIS            1473.00
           NEXT SCHEDULED MAINTENANCE            GRT       INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                   SALE AMOUNT               .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI       SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052200 OPTIPLEX GX270T 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270T                        CAT 100     PO      2003614    UNITS  1             SALVAGE VALU             .00
           S/N   1ZNPH31                       LOC BBCWAIT CHECK              UN CST 2008.00        ACCUM DEP            2008.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   2008.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC     INS CO  MIS                              DEP BASIS            2008.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                 DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00

0000052201 OPTIPLEX GX270T 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270T                        CAT 100     PO      2003614    UNITS  1             SALVAGE VALU             .00
           S/N   3ZNPH31                       LOC MIS     CHECK              UN CST 2008.00        ACCUM DEP            2008.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   2008.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC     INS CO  MIS                              DEP BASIS            2008.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                 DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00

0000052202 OPTIPLEX GX270T 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270T                        CAT 100     PO      2003614    UNITS  1             SALVAGE VALU             .00
           S/N   5ZNPH31                       LOC BBCWAIT CHECK              UN CST 2008.00        ACCUM DEP            2008.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   2008.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC     INS CO  MIS                              DEP BASIS            2008.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                          MOJO                                                                      SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                 DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052203 OPTIPLEX GX270T 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270T                        CAT 100     PO      2003614    UNITS  1            SALVAGE VALU             .00
           S/N   7ZNPH31                       LOC BBCWAIT CHECK              UN CST 2008.00       ACCUM DEP            2008.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   2008.00      REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC     INS CO  MIS                             DEP BASIS            2008.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                  LAST POSTING DATE   09/30/06
                          FOGHORN                                                                   SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052204 OPTIPLEX GX270T 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270T                        CAT 100     PO      2003614    UNITS  1            SALVAGE VALU             .00
           S/N   8ZNPH31                       LOC BBCWAIT CHECK              UN CST 2008.00       ACCUM DEP            2008.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   2008.00      REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC     INS CO  MIS                             DEP BASIS            2008.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052205 OPTIPLEX GX270T 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270T                        CAT 100     PO      2003614    UNITS  1            SALVAGE VALU             .00
           S/N   9YNPH31                       LOC BBCWAIT CHECK              UN CST 2008.00       ACCUM DEP            2008.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   2008.00      REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC     INS CO  MIS                             DEP BASIS            2008.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052206 OPTIPLEX GX270T 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270T                        CAT 100     PO      2003614    UNITS  1             SALVAGE VALU            .00
           S/N   9ZNPH31                       LOC BBCWAIT CHECK              UN CST 2008.00        ACCUM DEP           2008.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   2008.00       REM BOOK BASIS          .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC     INS CO  MIS                              DEP BASIS           2008.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                          MAINT ATTACHED/ TAZ                                                        SALE AMOUNT             .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                               1.00

0000052208 OPTIPLEX GX270T 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270T                        CAT 100     PO      2003614    UNITS  1             SALVAGE VALU            .00
           S/N   DYNPH31                       LOC BBCWAIT CHECK              UN CST 2008.00        ACCUM DEP           2008.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   2008.00       REM BOOK BASIS          .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC     INS CO  MIS                              DEP BASIS           2008.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                          WARRANTY ATTACHED                      CASPER                              SALE AMOUNT             .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                               1.00

0000052209 OPTIPLEX GX270T 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270T                        CAT 100     PO      2003614    UNITS  1             SALVAGE VALU            .00
           S/N   JYNPH31                       LOC BBCWAIT CHECK              UN CST 2008.00        ACCUM DEP           2008.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   2008.00       REM BOOK BASIS          .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC     INS CO  MIS                              DEP BASIS           2008.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                          ROADRUNNER                             MAINT ATTACHED                      SALE AMOUNT             .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                               1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052210 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                            CLS M      VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                          CAT 100    PO      2003616     UNITS  1            SALVAGE VALU              .00
           S/N   1K1QH31                         LOC BBCWAIT CHECK               UN CST 1043.00      ACCUM DEP            1043.00
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS STORAGE      DPT BCC    INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE 08/24/11   GRT        INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT               .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052211 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                            CLS M      VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                          CAT 100    PO      2003616     UNITS  1            SALVAGE VALU              .00
           S/N   1L1QH31                         LOC BBCWAIT CHECK               UN CST 1043.00      ACCUM DEP            1043.00
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS STORAGE      DPT BCC    INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE            GRT        INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT               .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052213 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                            CLS M      VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                          CAT 100    PO      2003616     UNITS  1            SALVAGE VALU              .00
           S/N   2K1QH31                         LOC BBCWAIT CHECK               UN CST 1043.00      ACCUM DEP            1043.00
           INVENTORY DATE 07/20/12               FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00      REM BOOK BASIS            .00
           CONDITION GOOD    STATUS              DPT BCC    INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE 07/03/07   GRT        INS VAL           0.00                   LAST POSTING DATE   09/30/06
                          EMERGENCY OPS 'W' STREET                                                   SALE AMOUNT               .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                 DEPRECIATION INFORMATION

0000052214 OPTIPLEX GX270S, 512K COMPUTER                  FUNDING GENERAL      CAPITAL ASSET Y    EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100     PO      2003616    UNITS  1            SALVAGE VALU             .00
           S/N   2M1QH31                       LOC BBCWAIT CHECK              UN CST 1043.00       ACCUM DEP           1043.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03  COST   1043.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS            DPT BCC     INS CO  MIS                            DEP BASIS           1043.00
           NEXT SCHEDULED MAINTENANCE 08/24/11 GRT         INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                   SALE AMOUNT              .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                               1.00

0000052215 OPTIPLEX GX270S, 512K COMPUTER                  FUNDING GENERAL      CAPITAL ASSET Y    EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100     PO      2003616    UNITS  1            SALVAGE VALU             .00
           S/N   3K1QH31                       LOC BBCWAIT CHECK              UN CST 1043.00       ACCUM DEP           1043.00
           INVENTORY DATE 07/20/12             FUND TYPE  G ACQUIRE 09/23/03  COST   1043.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS JODY       DPT BCC     INS CO  MIS                            DEP BASIS           1043.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                  LAST POSTING DATE   09/30/06
                          JODY                                                                     SALE AMOUNT              .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                               1.00

0000052216 OPTIPLEX GX270S, 512K COMPUTER                  FUNDING GENERAL      CAPITAL ASSET Y    EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100     PO      2003616    UNITS  1            SALVAGE VALU             .00
           S/N   3L1QH31                       LOC BBCWAIT CHECK              UN CST 1043.00       ACCUM DEP           1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/23/03  COST   1043.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS            DPT BCC     INS CO  MIS                            DEP BASIS           1043.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                   SALE AMOUNT              .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                               1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052218 OPTIPLEX GX270S, 512K COMPUTER                  FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100     PO      2003616     UNITS  1            SALVAGE VALU              .00
           S/N   3M1QH31                       LOC BBCWAIT CHECK               UN CST 1043.00       ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00       REM BOOK BASIS            .00
           CONDITION GOOD    STATUS BETH       DPT BCC     INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052219 OPTIPLEX GX270S, 512K COMPUTER                  FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100     PO      2003616     UNITS  1            SALVAGE VALU              .00
           S/N   4K1QH31                       LOC BBCWAIT CHECK               UN CST 1043.00       ACCUM DEP            1043.00
           INVENTORY DATE 07/20/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00       REM BOOK BASIS            .00
           CONDITION GOOD    STATUS SANNA      DPT BCC     INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052220 OPTIPLEX GX270S, 512K COMPUTER                  FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100     PO      2003616     UNITS  1            SALVAGE VALU              .00
           S/N   5K1QH31                       LOC BBCWAIT CHECK               UN CST 1043.00       ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00       REM BOOK BASIS            .00
           CONDITION GOOD    STATUS LORRAINE   DPT BCC     INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                   LAST POSTING DATE   09/30/06
                            LORAINE                                                                 SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
```

SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052221 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                              CLS M    VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                            CAT 100  PO      2003616    UNITS  1             SALVAGE VALU             .00
           S/N   5L1QH31                           LOC BBCWAIT CHECK             UN CST 1043.00      ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12                 FUND TYPE  G ACQUIRE 09/23/03  COST   1043.00     REM BOOK BASIS           .00
           CONDITION GOOD    STATUS FRT DSK        DPT BCC  INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE              GRT      INS VAL           0.00                   LAST POSTING DATE   09/30/06
                          WORKSTATION NEXT TO                                                        SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                  ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                     SPI      SPI DEFAULT                                              1.00

0000052222 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                              CLS M    VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                            CAT 100  PO      2003616    UNITS  1             SALVAGE VALU             .00
           S/N   5M1QH31                           LOC BBCWAIT CHECK             UN CST 1043.00      ACCUM DEP            1043.00
           INVENTORY DATE 07/20/12                 FUND TYPE  G ACQUIRE 09/23/03  COST   1043.00     REM BOOK BASIS           .00
           CONDITION GOOD    STATUS                DPT BCC  INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE              GRT      INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                  ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                     SPI      SPI DEFAULT                                              1.00

0000052223 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                              CLS M    VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                            CAT 100  PO      2003616    UNITS  1             SALVAGE VALU             .00
           S/N   6J1QH31                           LOC BBCWAIT CHECK             UN CST 1043.00      ACCUM DEP            1043.00
           INVENTORY DATE 07/20/12                 FUND TYPE  G ACQUIRE 09/23/03  COST   1043.00     REM BOOK BASIS           .00
           CONDITION GOOD    STATUS NICOLE         DPT BCC  INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE              GRT      INS VAL           0.00                   LAST POSTING DATE   09/30/06
                          NICOLE                                                                     SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                  ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                     SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052224 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                              CLS M    VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                            CAT 100  PO      2003616     UNITS  1            SALVAGE VALU              .00
           S/N   6K1QH31                           LOC BBCWAIT CHECK              UN CST 1043.00     ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12                 FUND TYPE  G ACQUIRE 09/23/03  COST   1043.00     REM BOOK BASIS            .00
           CONDITION GOOD    STATUS KIM            DPT BCC  INS CO  MIS                             DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE              GRT      INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052226 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                              CLS M    VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                            CAT 100  PO      2003616     UNITS  1            SALVAGE VALU              .00
           S/N   6M1QH31                           LOC BBCWAIT CHECK              UN CST 1043.00     ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12                 FUND TYPE  G ACQUIRE 09/23/03  COST   1043.00     REM BOOK BASIS            .00
           CONDITION GOOD    STATUS STUDENT        DPT BCC  INS CO  MIS                             DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE 08/31/09     GRT      INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052228 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                              CLS M    VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                            CAT 100  PO      2003616     UNITS  1            SALVAGE VALU              .00
           S/N   7K1QH31                           LOC BBCWAIT CHECK              UN CST 1043.00     ACCUM DEP            1043.00
           INVENTORY DATE 07/20/12                 FUND TYPE  G ACQUIRE 09/23/03  COST   1043.00     REM BOOK BASIS            .00
           CONDITION GOOD    STATUS SUSAN          DPT BCC  INS CO  MIS                             DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE              GRT      INS VAL           0.00                  LAST POSTING DATE   09/30/06
                            SUSAN                                                                   SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052230 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M        VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100      PO      2003616    UNITS  1             SALVAGE VALU             .00
           S/N   8J1QH31                       LOC BBCWAIT  CHECK              UN CST 1043.00        ACCUM DEP            1043.00
           INVENTORY DATE 07/20/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00        REM BOOK BASIS           .00
           CONDITION GOOD    STATUS JEN        DPT BCC      INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT          INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052231 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M        VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100      PO      2003616    UNITS  1             SALVAGE VALU             .00
           S/N   8K1QH31                       LOC BBCWAIT  CHECK              UN CST 1043.00        ACCUM DEP            1043.00
           INVENTORY DATE 07/20/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00        REM BOOK BASIS           .00
           CONDITION GOOD    STATUS MARILYN    DPT BCC      INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT          INS VAL           0.00                   LAST POSTING DATE   09/30/06
                             MARILYN                                                                 SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052232 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M        VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100      PO      2003616    UNITS  1             SALVAGE VALU             .00
           S/N   8M1QH31                       LOC BBCWAIT  CHECK              UN CST 1043.00        ACCUM DEP            1043.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00        REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC      INS CO  MIS                              DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT          INS VAL           0.00                   LAST POSTING DATE   09/30/06
                                                                                                     SALE AMOUNT              .00
                                                                                                     RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION | ACQUISITION INFORMATION | DEPRECIATION INFORMATION

0000052234 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N 9K1QH31
INVENTORY DATE 06/29/12
CONDITION GOOD STATUS SHARON
NEXT SCHEDULED MAINTENANCE

FUNDING GENERAL CAPITAL ASSET Y
CLS M VENDOR DELL COMPUTERS
CAT 100 PO 2003616 UNITS 1
LOC BBCWAIT CHECK UN CST 1043.00
FUND TYPE G ACQUIRE 09/23/03 COST 1043.00
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052237 OPTIFLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N BJIQH31
INVENTORY DATE 08/14/12
CONDITION GOOD STATUS STORAGE
NEXT SCHEDULED MAINTENANCE

FUNDING GENERAL CAPITAL ASSET Y
CLS M VENDOR DELL COMPUTERS
CAT 100 PO 2003616 UNITS 1
LOC BBCWAIT CHECK UN CST 1043.00
FUND TYPE G ACQUIRE 09/23/03 COST 1043.00
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052238 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N BKIQH31
INVENTORY DATE 07/20/12
CONDITION GOOD STATUS LISA
NEXT SCHEDULED MAINTENANCE
LISA

FUNDING GENERAL CAPITAL ASSET Y
CLS M VENDOR DELL COMPUTERS
CAT 100 PO 2003616 UNITS 1
LOC BBCWAIT CHECK UN CST 1043.00
FUND TYPE G ACQUIRE 09/23/03 COST 1043.00
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION | ACQUISITION INFORMATION | DEPRECIATION INFORMATION

0000052240 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N BM1QH31
INVENTORY DATE 07/20/12
CONDITION GOOD STATUS PAULA I
NEXT SCHEDULED MAINTENANCE
PAULA I

CLS M
CAT 100
LOC BBCWAIT
FUND TYPE G
DPT BCC
GRT

FUNDING GENERAL CAPITAL ASSET Y
VENDOR DELL COMPUTERS
PO 2003616 UNITS 1
CHECK UN CST 1043.00
ACQUIRE 09/23/03 COST 1043.00
INS CO MIS
INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052242 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N CK1QH31
INVENTORY DATE 07/20/12
CONDITION GOOD STATUS RENEE
NEXT SCHEDULED MAINTENANCE
RENE

CLS M
CAT 100
LOC BBCWAIT
FUND TYPE G
DPT BCC
GRT

FUNDING GENERAL CAPITAL ASSET Y
VENDOR DELL COMPUTERS
PO 2003616 UNITS 1
CHECK UN CST 1043.00
ACQUIRE 09/23/03 COST 1043.00
INS CO MIS
INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052397 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N CL1QH31
INVENTORY DATE 06/29/12
CONDITION GOOD STATUS CINDY
NEXT SCHEDULED MAINTENANCE

CLS M
CAT 100
LOC BBCWAIT
FUND TYPE G
DPT BCC
GRT

FUNDING GENERAL CAPITAL ASSET Y
VENDOR DELL COMPUTERS
PO 2003616 UNITS 1
CHECK UN CST 1043.00
ACQUIRE 09/23/03 COST 1043.00
INS CO MIS
INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION | ACQUISITION INFORMATION | DEPRECIATION INFORMATION

0000052398 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N DJ1QH31
INVENTORY DATE 07/20/12
CONDITION GOOD STATUS FREDNA
NEXT SCHEDULED MAINTENANCE
FREDNA

FUNDING GENERAL CAPITAL ASSET Y
CLS M VENDOR DELL COMPUTERS
CAT 100 PO 2003616 UNITS 1
LOC BBCWAIT CHECK UN CST 1043.00
FUND TYPE G ACQUIRE 09/23/03 COST 1043.00
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052399 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N DK1QH31
INVENTORY DATE 08/14/12
CONDITION GOOD STATUS STORAGE
NEXT SCHEDULED MAINTENANCE

FUNDING GENERAL CAPITAL ASSET Y
CLS M VENDOR DELL COMPUTERS
CAT 100 PO 2003616 UNITS 1
LOC BBCWAIT CHECK UN CST 1043.00
FUND TYPE G ACQUIRE 09/23/03 COST 1043.00
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052400 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N DM1QH31
INVENTORY DATE 07/20/12
CONDITION GOOD STATUS AUTUMN
NEXT SCHEDULED MAINTENANCE
AUTUMN

FUNDING GENERAL CAPITAL ASSET Y
CLS M VENDOR DELL COMPUTERS
CAT 100 PO 2003616 UNITS 1
LOC MIS CHECK UN CST 1043.00
FUND TYPE G ACQUIRE 09/23/03 COST 1043.00
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052401 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M        VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100      PO      2003616    UNITS  1            SALVAGE VALU             .00
           S/N   FJ1QH31                       LOC BBCWAIT  CHECK              UN CST 1043.00       ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS DONNA      DPT BCC      INS CO  MIS                             DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT          INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                 DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00

0000052402 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M        VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100      PO      2003616    UNITS  1            SALVAGE VALU             .00
           S/N   FK1QH31                       LOC BBCWAIT  CHECK              UN CST 1043.00       ACCUM DEP            1043.00
           INVENTORY DATE 08/14/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS STORAGE    DPT BCC      INS CO  MIS                             DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT          INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                 DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00

0000052404 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M        VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100      PO      2003616    UNITS  1            SALVAGE VALU             .00
           S/N   GJ1QH31                       LOC BBCWAIT  CHECK              UN CST 1043.00       ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS SHERRY     DPT BCC      INS CO  MIS                             DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT          INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                 DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION | ACQUISITION INFORMATION | DEPRECIATION INFORMATION

0000052405 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N GK1QH31
INVENTORY DATE 06/29/12
CONDITION GOOD STATUS KATHY
NEXT SCHEDULED MAINTENANCE

CLS M
CAT 100
LOC MIS
FUND TYPE G
DPT BCC
GRT

FUNDING GENERAL CAPITAL ASSET Y
VENDOR DELL COMPUTERS
PO 2003616 UNITS 1
CHECK UN CST 1043.00
ACQUIRE 09/23/03 COST 1043.00
INS CO MIS
INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052406 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N HJ1QH31
INVENTORY DATE 08/14/12
CONDITION GOOD STATUS STORAGE
NEXT SCHEDULED MAINTENANCE

CLS M
CAT 100
LOC BBCWAIT
FUND TYPE G
DPT BCC
GRT

FUNDING GENERAL CAPITAL ASSET Y
VENDOR DELL COMPUTERS
PO 2003616 UNITS 1
CHECK UN CST 1043.00
ACQUIRE 09/23/03 COST 1043.00
INS CO MIS
INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052408 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N JJ1QH31
INVENTORY DATE 08/14/12
CONDITION GOOD STATUS STORAGE
NEXT SCHEDULED MAINTENANCE 05/30/06

CLS M
CAT 100
LOC BBCWAIT
FUND TYPE G
DPT BCC
GRT

FUNDING GENERAL CAPITAL ASSET Y
VENDOR DELL COMPUTERS
PO 2003616 UNITS 1
CHECK UN CST 1043.00
ACQUIRE 09/23/03 COST 1043.00
INS CO MIS
INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052409 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M        VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100      PO      2003616    UNITS  1             SALVAGE VALU             .00
           S/N   JK1QH31                       LOC BBCWAIT  CHECK              UN CST 1043.00        ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/23/03   COST   1043.00        REM BOOK BASIS           .00
           CONDITION GOOD    STATUS MAIN PX    DPT BCC      INS CO  MIS                             DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE 09/01/09 GRT          INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052417 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M        VENDOR  DELL MARKETING LP               DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100      PO      2003616    UNITS  1             SALVAGE VALU             .00
           S/N   2Q1QH31                       LOC BBCWAIT  CHECK              UN CST 1043.00        ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/24/03   COST   1043.00        REM BOOK BASIS           .00
           CONDITION GOOD    STATUS BETTY      DPT BCC      INS CO  MIS                             DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT          INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052418 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M        VENDOR  DELL MARKETING LP               DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100      PO      2003616    UNITS  1             SALVAGE VALU             .00
           S/N   2R1QH31                       LOC BBCWAIT  CHECK              UN CST 1043.00        ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/24/03   COST   1043.00        REM BOOK BASIS           .00
           CONDITION GOOD    STATUS F/DSK      DPT BCC      INS CO  MIS                             DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT          INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT              .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052419 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                                CLS M  VENDOR  DELL MARKETING LP                DEP N POST DP N DEP METH
           MODEL GX270S                              CAT 100 PO      2003616    UNITS  1             SALVAGE VALU              .00
           S/N   3Q1QH31                             LOC BBCWAIT CHECK             UN CST 1043.00     ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12                   FUND TYPE  G ACQUIRE 09/24/03  COST   1043.00    REM BOOK BASIS            .00
           CONDITION GOOD    STATUS SANDY            DPT BCC     INS CO  MIS                          DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE                GRT         INS VAL          0.00                LAST POSTING DATE   09/30/06
                          SANDY                                                                       SALE AMOUNT               .00
                                                                                                      RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                   ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                      SPI      SPI DEFAULT                                              1.00

0000052420 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                                CLS M  VENDOR  DELL MARKETING LP                DEP N POST DP N DEP METH
           MODEL GX270S                              CAT 100 PO      2003616    UNITS  1             SALVAGE VALU              .00
           S/N   3R1QH31                             LOC BBCWAIT CHECK             UN CST 1043.00     ACCUM DEP            1043.00
           INVENTORY DATE 08/14/12                   FUND TYPE  G ACQUIRE 09/24/03  COST   1043.00    REM BOOK BASIS            .00
           CONDITION GOOD    STATUS STORAGE          DPT BCC     INS CO  MIS                          DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE                GRT         INS VAL          0.00                LAST POSTING DATE   09/30/06
                                                                                                      SALE AMOUNT               .00
                                                                                                      RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                   ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                      SPI      SPI DEFAULT                                              1.00

0000052423 OPTIPLEX GX270S, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                                CLS M  VENDOR  DELL MARKETING LP                DEP N POST DP N DEP METH
           MODEL GX270S                              CAT 100 PO      2003616    UNITS  1             SALVAGE VALU              .00
           S/N   6Q1QH31                             LOC BBCWAIT CHECK             UN CST 1043.00     ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12                   FUND TYPE  G ACQUIRE 09/24/03  COST   1043.00    REM BOOK BASIS            .00
           CONDITION GOOD    STATUS C SANDE          DPT BCC     INS CO  MIS                          DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE                GRT         INS VAL          0.00                LAST POSTING DATE   09/30/06
                          CHRISTY SANDE                                                               SALE AMOUNT               .00
                                                                                                      RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                   ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                      SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052424 OPTIPLEX GX270S, 512K COMPUTER                  FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL MARKETING LP               DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100     PO      2003616    UNITS  1            SALVAGE VALU             .00
           S/N   6R1QH31                       LOC BBCWAIT CHECK              UN CST 1043.00       ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/24/03  COST   1043.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS            DPT BCC     INS CO  MIS                            DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                 LAST POSTING DATE   09/30/06
                                                                                                  SALE AMOUNT              .00
                                                                                                  RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                 DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00

0000052426 OPTIPLEX GX270S, 512K COMPUTER                  FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL MARKETING LP               DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100     PO      2003616    UNITS  1            SALVAGE VALU             .00
           S/N   8Q1QH31                       LOC BBCWAIT CHECK              UN CST 1043.00       ACCUM DEP            1043.00
           INVENTORY DATE 07/20/12             FUND TYPE  G ACQUIRE 09/24/03  COST   1043.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS            DPT BCC     INS CO  MIS                            DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE 08/02/10 GRT         INS VAL           0.00                 LAST POSTING DATE   09/30/06
                                                                                                  SALE AMOUNT              .00
                                                                                                  RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                 DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00

0000052427 OPTIPLEX GX270S, 512K COMPUTER                  FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                          CLS M       VENDOR  DELL MARKETING LP               DEP N POST DP N DEP METH
           MODEL GX270S                        CAT 100     PO      2003616    UNITS  1            SALVAGE VALU             .00
           S/N   9R1QH31                       LOC BBCWAIT CHECK              UN CST 1043.00       ACCUM DEP            1043.00
           INVENTORY DATE 06/29/12             FUND TYPE  G ACQUIRE 09/24/03  COST   1043.00       REM BOOK BASIS           .00
           CONDITION GOOD    STATUS SHIRLEY    DPT BCC     INS CO  MIS                            DEP BASIS            1043.00
           NEXT SCHEDULED MAINTENANCE          GRT         INS VAL           0.00                 LAST POSTING DATE   09/30/06
                          SHIRLEY                                                                 SALE AMOUNT              .00
                                                                                                  RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                 DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                                1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION | ACQUISITION INFORMATION | DEPRECIATION INFORMATION

0000052428 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N BQ1QH31
INVENTORY DATE 06/29/12
CONDITION GOOD STATUS STEPHANI
NEXT SCHEDULED MAINTENANCE

FUNDING GENERAL CAPITAL ASSET Y
CLS M VENDOR DELL MARKETING LP
CAT 100 PO 2003616 UNITS 1
LOC BBCWAIT CHECK UN CST 1043.00
FUND TYPE G ACQUIRE 09/24/03 COST 1043.00
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052429 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N CQ1QH31
INVENTORY DATE 07/20/12
CONDITION GOOD STATUS LAURA
NEXT SCHEDULED MAINTENANCE
LAURA

FUNDING GENERAL CAPITAL ASSET Y
CLS M VENDOR DELL MARKETING LP
CAT 100 PO 2003616 UNITS 1
LOC BBCWAIT CHECK UN CST 1043.00
FUND TYPE G ACQUIRE 09/24/03 COST 1043.00
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052431 OPTIPLEX GX270S, 512K COMPUTER
-000 MFR DELL
MODEL GX270S
S/N HQ1QH31
INVENTORY DATE 07/20/12
CONDITION GOOD STATUS VIVIAN
NEXT SCHEDULED MAINTENANCE

FUNDING GENERAL CAPITAL ASSET Y
CLS M VENDOR DELL MARKETING LP
CAT 100 PO 2003616 UNITS 1
LOC BBCWAIT CHECK UN CST 1043.00
FUND TYPE G ACQUIRE 09/24/03 COST 1043.00
DPT BCC INS CO M1S
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1043.00
REM BOOK BASIS .00
DEP BASIS 1043.00
LAST POSTING DATE 09/30/06
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052435 OPTIPLEX GX270D, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                              CLS M    VENDOR  DELL MARKETING LP               DEP N POST DP N DEP METH
           MODEL GX270D                            CAT 100  PO      2003625    UNITS  1             SALVAGE VALU              .00
           S/N   9JX1J31                           LOC BBCWAIT CHECK              UN CST 1753.00     ACCUM DEP            1753.00
           INVENTORY DATE 07/20/12                 FUND TYPE  G ACQUIRE 09/24/03  COST   1753.00     REM BOOK BASIS            .00
           CONDITION GOOD    STATUS                DPT BCC  INS CO  MIS                             DEP BASIS            1753.00
           NEXT SCHEDULED MAINTENANCE              GRT      INS VAL           0.00                  LAST POSTING DATE   09/30/06
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052437 OPTIPLEX GX270D, 512K COMPUTER                   FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL                              CLS M    VENDOR  DELL MARKETING LP               DEP N POST DP N DEP METH
           MODEL GX270D                            CAT 100  PO      2003625    UNITS  1             SALVAGE VALU              .00
           S/N   BJX1J31                           LOC BBCWAIT CHECK              UN CST 1753.00     ACCUM DEP            1753.00
           INVENTORY DATE 08/14/12                 FUND TYPE  G ACQUIRE 09/24/03  COST   1753.00     REM BOOK BASIS            .00
           CONDITION GOOD    STATUS BILL           DPT BCC  INS CO  MIS                             DEP BASIS            1753.00
           NEXT SCHEDULED MAINTENANCE              GRT      INS VAL           0.00                  LAST POSTING DATE   09/30/06
                             BILL                                                                   SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052550 OPTIPLEX GX 270T COMPUTER                        FUNDING SPEC REV     CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL COMPUTERS                    CLS M    VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270T                            CAT 100  PO      2004109    UNITS  1             SALVAGE VALU              .00
           S/N   GXFL241                           LOC BBCWAIT CHECK   16476      UN CST 1487.17     ACCUM DEP            1487.17
           INVENTORY DATE 08/14/12                 FUND TYPE  G ACQUIRE 01/06/04  COST   1487.17     REM BOOK BASIS            .00
           CONDITION GOOD    STATUS STORAGE        DPT BCC  INS CO  MIS                             DEP BASIS            1487.17
           NEXT SCHEDULED MAINTENANCE              GRT      INS VAL           0.00                  LAST POSTING DATE   09/30/07
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION | ACQUISITION INFORMATION | DEPRECIATION INFORMATION

0000052552 OPTIPLEX GX 270T COMPUTER
-000 MFR DELL COMPUTERS
MODEL GX270T
S/N 7YFL241
INVENTORY DATE 08/14/12
CONDITION GOOD STATUS STORAGE
NEXT SCHEDULED MAINTENANCE

FUNDING SPEC REV CAPITAL ASSET Y
CLS M VENDOR DELL COMPUTERS
CAT 100 PO 2004109 UNITS 1
LOC BBCWAIT CHECK 16476 UN CST 1487.17
FUND TYPE G ACQUIRE 01/06/04 COST 1487.17
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1487.17
REM BOOK BASIS .00
DEP BASIS 1487.17
LAST POSTING DATE 09/30/07
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052554 OPTIPLEX GX 270D COMPUTER
-000 MFR DELL COMPUTERS
MODEL GX270D
S/N D37L241
INVENTORY DATE 08/14/12
CONDITION GOOD STATUS KARL
NEXT SCHEDULED MAINTENANCE

FUNDING SPEC REV CAPITAL ASSET Y
CLS M VENDOR DELL COMPUTERS
CAT 100 PO 2004109 UNITS 1
LOC BBCWAIT CHECK 16476 UN CST 1320.58
FUND TYPE G ACQUIRE 01/06/04 COST 1320.58
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1320.58
REM BOOK BASIS .00
DEP BASIS 1320.58
LAST POSTING DATE 09/30/07
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

0000052556 OPTIPLEX GX 270D COMPUTER
-000 MFR DELL COMPUTERS
MODEL GX270D
S/N 347L241
INVENTORY DATE 08/14/12
CONDITION GOOD STATUS STORAGE
NEXT SCHEDULED MAINTENANCE

FUNDING SPEC REV CAPITAL ASSET Y
CLS M VENDOR DELL COMPUTERS
CAT 100 PO 2004109 UNITS 1
LOC BBCWAIT CHECK 16476 UN CST 1320.58
FUND TYPE G ACQUIRE 01/06/04 COST 1320.58
DPT BCC INS CO MIS
GRT INS VAL 0.00

EST LIFE 3 DEP LIFE
DEP N POST DP N DEP METH
SALVAGE VALU .00
ACCUM DEP 1320.58
REM BOOK BASIS .00
DEP BASIS 1320.58
LAST POSTING DATE 09/30/07
SALE AMOUNT .00
RETIRED DATE

DISTRIBUTION INFORMATION
FUNCTION
SPI SPI DEFAULT

ACTIVITY
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT
1.00

SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                  DEPRECIATION INFORMATION

0000052557 OPTIPLEX GX 270D COMPUTER                       FUNDING SPEC REV     CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL COMPUTERS                  CLS M     VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX270D                          CAT 100   PO      2004109    UNITS  1             SALVAGE VALU              .00
           S/N   647L241                         LOC BBCWAIT CHECK 16476      UN CST 1320.58       ACCUM DEP            1320.58
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 01/06/04 COST   1320.58       REM BOOK BASIS            .00
           CONDITION GOOD    STATUS WORKSHOP     DPT BCC   INS CO  MIS                              DEP BASIS            1320.58
           NEXT SCHEDULED MAINTENANCE 10/16/06   GRT       INS VAL          0.00                    LAST POSTING DATE   09/30/07
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000052568 SHARP FODC500P FAX MACHINE                      FUNDING GENERAL      CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   SHARP ELECTRONICS               CLS M     VENDOR  COPY PRODUCTS                    DEP N POST DP N DEP METH
           MODEL FODC500P                        CAT 110   PO      2004239    UNITS  1             SALVAGE VALU              .00
           S/N   3710303T                        LOC BBCWAIT CHECK 16936      UN CST 1245.00       ACCUM DEP            1245.00
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 04/06/04 COST   1245.00       REM BOOK BASIS            .00
           CONDITION GOOD    STATUS STORAGE      DPT BCC   INS CO  CIRCUIT CRIMINAL                 DEP BASIS            1245.00
           NEXT SCHEDULED MAINTENANCE 10/27/11   GRT       INS VAL          0.00                    LAST POSTING DATE   09/30/07
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00

0000053734 DELL COMPUTERS GX280                            FUNDING SPEC REV     CAPITAL ASSET Y     EST LIFE   3    DEP LIFE
      -000 MFR   DELL COMPUTERS                  CLS M     VENDOR  DELL COMPUTERS                   DEP N POST DP N DEP METH
           MODEL GX280                           CAT 100   PO      2005299    UNITS  1             SALVAGE VALU              .00
           S/N   CJLW171                         LOC BCCTRNS CHECK 18578      UN CST 1384.05       ACCUM DEP            1384.05
           INVENTORY DATE 07/20/12               FUND TYPE  G ACQUIRE 03/28/05 COST   1384.05       REM BOOK BASIS            .00
           CONDITION GOOD    STATUS              DPT BCC   INS CO  MIS                              DEP BASIS            1384.05
           NEXT SCHEDULED MAINTENANCE 10/01/12   GRT       INS VAL          0.00                    LAST POSTING DATE   09/30/07
                                                                                                    SALE AMOUNT               .00
                                                                                                    RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI      SPI DEFAULT                                              1.00
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SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

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ASSET ID   DESCRIPTIVE INFORMATION                          ACQUISITION INFORMATION                 DEPRECIATION INFORMATION

0000053735 DELL COMPUTERS GX280                            FUNDING SPEC REV     CAPITAL ASSET Y    EST LIFE   3    DEP LIFE
      -000 MFR   DELL COMPUTERS                  CLS M     VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX280                           CAT 100   PO      2005299    UNITS  1            SALVAGE VALU            .00
           S/N   DJLW171                         LOC BBCWAIT CHECK  18578      UN CST 1384.05     ACCUM DEP           1384.05
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 03/28/05  COST   1384.05     REM BOOK BASIS          .00
           CONDITION GOOD    STATUS STORAGE      DPT BCC   INS CO  MIS                            DEP BASIS           1384.05
           NEXT SCHEDULED MAINTENANCE 04/27/12   GRT       INS VAL          0.00                   LAST POSTING DATE   09/30/07
                                                                                                   SALE AMOUNT             .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI       SPI DEFAULT                                              1.00

0000053737 DELL COMPUTERS GX280                            FUNDING SPEC REV     CAPITAL ASSET Y    EST LIFE   3    DEP LIFE
      -000 MFR   DELL COMPUTERS                  CLS M     VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX280                           CAT 100   PO      2005299    UNITS  1            SALVAGE VALU            .00
           S/N   JJLW171                         LOC BBCWAIT CHECK  18578      UN CST 1384.05     ACCUM DEP           1384.05
           INVENTORY DATE 08/14/12               FUND TYPE  G ACQUIRE 03/28/05  COST   1384.05     REM BOOK BASIS          .00
           CONDITION GOOD    STATUS STORAGE      DPT BCC   INS CO  MIS                            DEP BASIS           1384.05
           NEXT SCHEDULED MAINTENANCE 04/28/10   GRT       INS VAL          0.00                   LAST POSTING DATE   09/30/07
                                                                                                   SALE AMOUNT             .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI       SPI DEFAULT                                              1.00

0000053773 OPTIPLEX GX620 DELL COMPUTER                    FUNDING GENERAL      CAPITAL ASSET Y    EST LIFE   3    DEP LIFE
      -000 MFR   DELL COMPUTERS                  CLS M     VENDOR  DELL COMPUTERS                  DEP N POST DP N DEP METH
           MODEL GX620                           CAT 100   PO      2005574    UNITS  1            SALVAGE VALU            .00
           S/N   3BJGW71                         LOC BBCWAIT CHECK  19160      UN CST 1985.52     ACCUM DEP           1985.52
           INVENTORY DATE 06/27/12               FUND TYPE  G ACQUIRE 07/19/05  COST   1985.52     REM BOOK BASIS          .00
           CONDITION GOOD    STATUS SCAN DSK     DPT BCC   INS CO  MIS                            DEP BASIS           1985.52
           NEXT SCHEDULED MAINTENANCE            GRT       INS VAL          0.00                   LAST POSTING DATE   09/30/07
                                                                                                   SALE AMOUNT             .00
                                                                                                   RETIRED DATE

      DISTRIBUTION INFORMATION
           FUNCTION                                ACTIVITY                                DEP ORGN     ACCOUNT     PCT
           SPI       SPI DEFAULT                   SPI       SPI DEFAULT                                              1.00
```

SELECTION CRITERIA: assets.dept='BCC'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION
56625	FAX MACHINE SHARP FO-DC535		FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR SHARP	CLS M	VENDOR COPY PRODUCTS		DEP N POST DP N DEP METH
	MODEL FO-DC535	CAT 110	PO 02008409	UNITS 1	SALVAGE VALU .00
	S/N 87100727C	LOC BBCWAIT	CHECK	UN CST 1118.00	ACCUM DEP 1118.00
	INVENTORY DATE 08/14/12	FUND TYPE G	ACQUIRE 09/16/08	COST 1118.00	REM BOOK BASIS .00
	CONDITION NEW STATUS STORAGE	DPT BCC	INS CO COURT DIVISION		DEP BASIS 1118.00
	NEXT SCHEDULED MAINTENANCE 08/05/11	GRT	INS VAL 0.00		LAST POSTING DATE 09/30/11
					SALE AMOUNT .00
					RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
SPI	SPI DEFAULT	SPI	SPI DEFAULT			1.00

REPORT TOTAL 91 RECORDS SELECTED

COST	144,615.68
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	144,615.68
SALE AMOUNT	.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5051 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/03/2013
Issue: Disposition of Property Request for Supervisor of Elections
From: David Stafford, Supervisor of Elections
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections' Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with the Agency and reason stated.

BACKGROUND:

Escambia County established policy for disposing of surplus or obsolete equipment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with BCC policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Supervisor of Elections COST CENTER NO: 550101

David Stafford DATE: 09/20/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850.595.3900

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53297	sharp copier/printer	45065375	AR-168S		working

Disposal Comments:

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: 9/20/2013

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Stafford

RECOMMENDATION: Date: 9-24-2013

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

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 07.11.12

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5052 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/03/2013
Issue: Escambia County Health Facilities Authority Appointment
From: George Touart
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Health Facilities Authority Appointment - George Touart, Interim County Administrator

That the Board approve the appointment of Linda T. Miragliotta to the Escambia County Health Facilities Authority, effective October 3, 2013, through October 2, 2017, to replace Heber Christopher Brooks, Sr., whose term has expired. Mr. Brooks is not seeking reappointment.

BACKGROUND:

This Escambia County Health Facilities Authority (Authority) was created in accordance with Chapter 74-323, Laws of Florida, Acts of 1974. The purpose of the Authority is to assist health facilities in the acquisition, construction, financing and refinancing of projects in any incorporated or unincorporated area within the geographical limits of Escambia County.

Ms. Paula Drummond, Executive Director and General Counsel, Escambia County Health Facilities Authority, on behalf of the Authority, has requested that the Board appoint Ms. Miragliotta. Her Resume is are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter and Resume

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

September 4, 2013

Mr. George Touart
Escambia County Administrator
221 Palafox Place - Suite 420
Pensacola, FL 32501

Re: Appointment of Linda Miragliotta to the vacancy on the Authority Board

Dear Mr. Touart:

As we previously discussed, the Authority has a vacant position on its Board. We are pleased to provide you with the resume of Ms. Linda Miragliotta for consideration by the Escambia County Board of County Commissioners for appointment to the position having a four year term which commenced August 22, 2013 and ends August 21, 2017.

Ms. Miragliotta is a retired U.S. Navy Commander with excellent educational and professional credentials. As you can see from her resume, she has been active for many years in the Pensacola area as a community leader and volunteer. She currently holds an adjunct professor position at Pensacola State College. With her background and experience, Ms. Miragliotta would be an asset to the Health Facilities Authority Board. We are honored that she has agreed to serve if appointed by the County Commission.

The Authority recommends that Ms. Miragliotta be appointed to the Authority Board, and requests you add this recommendation to the County Administrator's report for the September 16, 2013 meeting of the Board of County Commissioners.

Please contact me if additional information is needed. Thank you for your assistance.

Sincerely yours,

Paula G. Drummond
Executive Director & General Counsel

PGD:dl

cc: Mr. Jim Hall, Authority Chairman
Ms. Linda Miragliotta

Street Address: 1019 N. 12th Avenue • Pensacola, FL 32501 • 850-432-7555
Mailing Address: P.O. Box 2667 • Pensacola, FL 32513-2667 • 850-433-8845 (fax)

LINDA T. MIRAGLIOTTA

1714 East Lakeview Ave. Pensacola, FL 32503
linda.miragliotta@gmail.com
850-469-0501(h) 850-390-1642 (c)

EXPERIENCE

Management, training, resource planning and programming, administrative and budget support
Teaching, Professional writing, curriculum development
Planning, leading, organizing, community activist, protocol

EDUCATION

1990: Masters Educational Leadership, Training, and Management; University of West Florida, Pensacola, FL
1976: Masters Education: Reading Specialist; University of California of Pennsylvania, California, PA
1975: Bachelor of Science Elementary Education; University of California of Pennsylvania, California, PA

WORK HISTORY

2012 – 2013: Pensacola State College, adjunct professor for the Developmental Studies Department
2010 – 2012: Event coordinator, community leader and activist, local boards and volunteerism
2007 – 2009: Barnes and Noble for teens/children; coordinated community activities, worked with educators
2003 – 2007: Event coordinator, community leader and activist, local boards and volunteerism
2002 – 2003: Pensacola State College, adjunct professor for the Developmental Studies Department
1999 – 2002: Institute of Literature, Redding, CT; graduated classes in magazine and manuscript writing
1997 – 1999: Hurlburt Field, FL; Government Contractor for U. S. Air Force Blue Flag; Protocol Officer, Event Coordinator for Joint Chiefs, Secretaries of Defense, Admirals and Generals' visits; managed staff
1994 – 1996: Escambia County, FL; teacher for N. B. Cook
1994: Pensacola Area Chamber of Commerce, Pensacola, FL; Assistant Armed Services; managed budget, wrote correspondence, arranged meetings; hosted BRAC Washington D.C. trip for Pensacola's City Councilmen and County Commissioners meeting with United States Senators and Florida's governor
1994: U. S. Navy Commander; transferred from the regular Navy to the U. S. Navy Reserves
1990 – 1994: U. S. Navy Lieutenant Commander; Chief of Naval Education and Training, Naval Air Station, Pensacola, FL; Deputy for Personal Excellence, Equal Opportunity, and Family Service Centers; selected by Assistant Secretary of the Navy to write Navy-wide curricula for Core Values
1989 – 1990: U. S. Navy Lieutenant Commander, Naval Air Station Pensacola, Pensacola, FL; Deputy Conference Support Center, managed a staff of fifty temporary duty personnel; organized and implemented Conferences; including the Chief of Naval Operations, NASA astronauts, and the South American delegates
1986 – 1989: U. S. Navy Lieutenant, Naval Technical Training Center, Pensacola, FL; Deputy Director of Plans, Programs; served as the Foreign Training Officer and command briefer; supervised three personnel
1983 – 1986: U. S. Navy Lieutenant, Chief of Naval Education and Training, NAS, Pensacola, FL; Admiral's aide; protocol and travel planning; office administration
1979 – 1983: U. S. Navy Ensign and Lieutenant Junior Grade, Commander Training Command U. S. Atlantic Fleet, Norfolk, VA; Resource Programs Officer; planned and programmed resources and manpower requests
1978 – 1979: Cannon McMillian School, Cannonsburgh, PA; Remedial Reading Specialist; tested, placed and taught 50 school children
1976 – 1978: Brownsville Elementary School, Brownsville, PA; Remedial Reading Specialist; tested, placed and taught 80 school children

PERSONAL ACHIEVEMENTS

Escambia County Mentor for Bellview Middle School, 2011 – present
Manna Food Bank Events and Fundraising Committee, 2007 – present
Gulf Breeze United Methodist Church, Gulf Breeze, FL, Teacher, 1993 – present
Saenger Theater Board Member, 2005 – 2008
Fiesta of Five Flags Board/Committee Chair, 1999 – present
Junior League of Pensacola, Executive Board, 1991 – 1992; Sustainer President, 2003 – 2004, Active member
Children's Home Society, Pensacola, FL, Ports of Call fund raising, 1991, 1993, 1995 – 1996
United Way Combined Federal Campaign, District 11 chairman, Pensacola, FL, 1990 – 1992
Co-Founder and Vice President of the Greater Pensacola Area USO, Pensacola, FL, 1986 – 1992

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5049 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Not Exceeding $12,000,000 Escambia County, Florida Capital Improvement Revenue Note, Series 2013
From: Richard Lott, Partner
Organization: McGuireWoods LLP
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Not Exceeding $12,000,000 Escambia County, Florida, Capital Improvement Revenue Note, Series 2013 - Richard Lott, Partner, McGuireWoods LLP

That the Board adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of a not exceeding $12,000,000 Capital Improvement Revenue Note, Series 2013, approving the loan to the County from STI Institutional & Government, Inc. (the "Lender"), the terms of the loan to the County established therein, and approving the 2013 Project.

BACKGROUND:

The proposed 2013 Note is to be issued to evidence a bank loan for the purpose of financing or refinancing certain capital improvements of the County. The County's financial advisor solicited proposals from area banks. The County's Financial Advisor and staff are recommending the proposal (the "Proposal") of the Lender, which provides for, among other things, (i) a fixed interest rate of 3.04%, subject to adjustment as more fully described in the Resolution, (ii) a final maturity date of October 1, 2028, (iii) prepayment at the option of the County at par on October 1, 2015, and (iv) other terms as more fully described in the Resolution and the Proposal. The Note is secured by a covenant by the County to budget and appropriate in its annual budget Non Ad-Valorem Revenues sufficient to pay principal of and interest on the Note and other amounts due under the Resolution. The Note does not constitute a general obligation or a pledge of the full faith and credit of the County. The Resolution has been prepared by McGuireWoods LLP, the County's Bond Counsel, and has been reviewed and approved by staff and by the County's Financial Advisor, First Southwest.

BUDGETARY IMPACT:

The issuance of the 2013 Note will result in an average annual debt service of approximately $1,008,000.for a period of 15 years.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents drafted in connection with the proposed financing are being distributed to the County staff, including the County Attorney's office for review, comment and approval as they are prepared. The County Attorney will render her opinion as to legality, and the County's Bond Counsel will render their opinion as to tax-exemption of the Note as a condition of closing.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The issuance of the 2013 Note will comply with the Board's requirements for the issuance of County Bonds.

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final closing documents will be required at or prior to the closing of the issuance of the Note and the closing for the IHMC Loan.

Attachments

Resolution

RESOLUTION NO. R2013-___

Adopted October 3, 2013

ESCAMBIA COUNTY, FLORIDA
(the "Issuer")

Relating to

NOT EXCEEDING $12,000,000
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013

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RESOLUTION NO. R2013-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING $12,000,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013, FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS OF THE COUNTY; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; PROVIDING FOR THE PAYMENT THEREOF; AWARDING THE 2013 NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE MATURITY, INTEREST RATE, PREPAYMENT PROVISIONS AND OTHER DETAILS WITH RESPECT TO SUCH NOTE; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE DELIVERY OF SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution.

This Resolution is adopted by the Board of County Commissioners of Escambia County, Florida (the "Issuer") pursuant to the provisions of the Act (herein defined).

Section 2. Definitions.

The following terms shall have the following meanings in this Resolution unless the context otherwise expressly requires. Where the context so requires, words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Whenever the word "includes" or "including" is used, such word means "includes" or "including", without limitation.

"2013 Note" shall mean the Note so designated and authorized pursuant to and in the maximum principal amount set forth in Section 6 hereof.

"2013 Project" shall mean the acquisition and construction of certain transportation and drainage related capital improvements of the County, in accordance with plans and specifications on file or to be on file with the Issuer, or such other capital projects as may be approved by the Issuer.

"2013 Note Interest Rate" shall mean a rate of interest per annum equal to the Fixed Interest Rate, as such interest rate may be adjusted as provided herein and on Schedule "II" to the form of 2013 Note attached hereto as Exhibit "A".

"Act" shall mean the Constitution and laws of the State of Florida, including particularly Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, and other applicable provisions of law.

"Additional Debt" shall mean any additional Debt hereafter incurred by the Issuer in compliance with the terms, conditions and limitations contained herein, including, in particular, Section 14(E)(iii) hereof.

"Allocable Portion of the Cost of Essential Services" means, for calculating the same for purposes of Section 14(E)(ii) hereof, for a Fiscal Year, an amount equal to a percentage of the Cost of Essential Services, with such percentage calculated by dividing the amount of Non-Ad Valorem Revenues for such Fiscal Year by the amount of Total Governmental Funds Revenues for such Fiscal Year.

"Annual Debt Service" means, as of any particular date of calculation, the annual debt service requirement for all Debt in each such Fiscal Year except that with respect to any Debt for which amortization installments have been established, the amount of principal coming due on the final maturity date with respect to such Debt shall be reduced by the aggregate principal amount of such Debt that is to be redeemed or paid from amortization installments to be made in prior Fiscal Years.

"Authorized Investments" shall mean those obligations in which surplus Issuer funds may be invested under the Issuer's investment policy and the laws of the State, including without limitation, Section 218.415, Florida Statutes.

"Bond Counsel" means McGuireWoods LLP, or any subsequent nationally recognized bond counsel acceptable to the Issuer.

"Business Day" or **"business day"** shall mean any day other than a Saturday, Sunday or a day on which banking institutions within the State are authorized or required by law to remain closed.

"Clerk" shall mean the Clerk of the Circuit Court, Ex-Officio Clerk to the Board of County Commissioners and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and all valid and applicable regulations promulgated thereunder.

"Cost of Essential Services" means the cost of services necessary for the conducting of the public safety and general governmental operations of the Issuer reflected as "General Government" and "Public Safety" in the Issuer's audited financial statements.

"County" shall mean Escambia County, Florida, a political subdivision of the State.

"Debt" means as of any date and without duplication, all of the following to the extent that they are payable in whole or in part from any Non-Ad Valorem Revenues: (i) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (ii) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the Issuer as lessee under capitalized leases; and (iv) all indebtedness of other persons (including Governmental Funds and Enterprise Fund Debt) to the extent guaranteed by, or secured by (including through a covenant to budget and appropriate) Non-Ad Valorem Revenues of, the Issuer.

"Default Rate" shall mean, with respect to the 2013 Note, a rate of interest per annum equal to the lesser of eighteen percent (18%) or the maximum rate allowed by law.

"Event of Default" shall have the meaning set forth in Section 16 hereof.

"Federal Securities" shall mean direct obligations of the United States of America and obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing to and including the succeeding September 30, or such other annual period as may be established by law as the Issuer's fiscal year; provided however, that when such term is used to describe the period during which deposits are to be made to amortize principal and interest on Debt maturing or becoming subject to prepayment, including without limitation, interest and principal maturing or becoming subject to prepayment on October 1 of any year shall be deemed to mature or become subject to prepayment on the last day of preceding Fiscal Year.

"Fixed Interest Rate" means a per annum rate equal to (a) 3.04% per annum multiplied by (b) the Margin Rate Factor (as defined in Schedule II of the 2013 Note).

"Holder," "Registered Owner" or **"Owner"** or any similar term shall mean the owner of the 2013 Note, as shown on the register maintained by the Registrar and shall mean initially, the Lender.

"Interest Payment Date" shall mean a date on which interest on the 2013 Note is nominally due, as reflected in the form of 2013 Note attached hereto as Exhibit "A."

"Issuer" means Escambia County, a political subdivision of the State of Florida.

"Lender" shall mean STI Institutional & Government, Inc., the initial Holder of the 2013 Note, and its successors and assigns.

"Maximum Annual Debt Service" means, as of any particular date of calculation, the largest Annual Debt Service in any Fiscal Year.

"Non-Ad Valorem Revenues" shall mean all revenues of the Issuer derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the Issuer and excluding investment income on funds and accounts held in respect of the payment of any debt obligations of the Issuer secured by any of the foregoing sources and excluding revenues derived from the revenues of a utility system or any other enterprise fund of the Issuer, except to the extent that revenues derived from such sources have been deposited into the Issuer's Governmental Funds, including, without limitation, the General Fund and such other funds and accounts that are non-enterprise funds and accounts. "Governmental Funds" and "General Fund" shall be as specified in the Issuer's audited financial statements.

"Paying Agent" shall mean an officer of the Issuer or the bank or trust company which the Issuer may from time to time designate to serve as paying agent for the 2013 Note.

"Permitted Lender" shall mean any bank, trust company, savings institution, insurance company, dealer, investment company or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes, that is engaged as a regular part of its business in making loans and is authorized to do business in the State, any "accredited investor" as defined in Regulation D of the Securities Act of 1933, or any affiliate or subsidiary of the Lender in its sole discretion.

"Pledged Revenues" shall mean (i) Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund created and established under this Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund and accounts established hereunder (other than amounts constituting any rebate liability as described in Section 14F hereunder), and (iii) any other moneys deposited in the Debt Service Fund in connection with the repayment of the 2013 Note.

"Registrar" shall mean an officer of the governing body of the Issuer or an officer of the bank or trust company which the Issuer may from time to time designate to perform the duties herein set forth.

"Resolution" shall mean this Resolution of the Issuer, as hereafter amended and supplemented from time to time in accordance with the provisions, hereof.

"State" shall mean the State of Florida.

"Total Governmental Funds Revenues" means all revenues of the Issuer, including all Non-Ad Valorem Revenues and revenues derived from ad valorem taxes (other than such taxes imposed pursuant to referendum and allocable solely to debt service on Debt approved by such referendum).

Section 3. Findings.

It is hereby ascertained, determined and declared that:

A. The Pledged Revenues are not pledged or encumbered in any manner.

B. The 2013 Project constitutes a capital project within the meaning of the Act, and such Project is necessary and desirable, is in the public interest and will serve a proper public purpose.

C. The estimated Pledged Revenues will be sufficient to pay all of the principal of and interest on the 2013 Note, as the same become due, and to make all other payments required by this Resolution or otherwise required to be paid from the Pledged Revenues.

D. Non-Ad Valorem Revenues less the Allocable Portion of the Cost of Essential Services for the Fiscal Year Ended September 30, 2012, equaled or exceeded 1.50 times the Maximum Annual Debt Service on all outstanding Debt.

E. The principal of and interest on the 2013 Note and all required deposits into the Debt Service Fund or other required payments are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues. The 2013 Note shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, and interest on the 2013 Note or to make any of the required deposits into the Debt Service Fund or other payments thereon other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, in the manner provided herein.

The 2013 Note shall not constitute a lien upon any property of or located in the County, but shall constitute a lien only on the Pledged Revenues in the manner provided herein.

Section 4. 2013 Project Authorized.

The financing of the 2013 Project, as defined in this Resolution, is hereby authorized. The proper officers of the Issuer are hereby authorized and directed to take all action and steps deemed necessary to acquire, construct and equip the 2013 Project, which are not inconsistent with the terms and provisions of this Resolution.

Section 5. This Resolution to Constitute a Contract.

In consideration of the acceptance of the 2013 Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners thereof. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of such Registered Owner of the 2013 Note.

Section 6. Authorization of 2013 Note.

Subject and pursuant to the provisions hereof, a loan to the Issuer to be evidenced by a promissory note known as the "Capital Improvement Revenue Note, Series 2013" is authorized in an amount not exceeding the amount set forth in the title hereof, for purposes of financing or refinancing the 2013 Project. Upon the issuance of the 2013 Note in accordance herewith, the authorization for the unissued, remaining portion of the 2013 Note set forth in the title hereof shall be deemed cancelled.

Section 7. Description of 2013 Note.

The 2013 Note shall be dated as of its date of initial issuance and delivery and issued in a single denomination in an amount not exceeding the principal amount authorized herein and shall have such other terms as are set forth in the form of 2013 Note described and referred to in Section 12 hereof. The 2013 Note shall bear interest at the 2013 Note Interest Rate, payable semi-annually on each October 1 and April 1, commencing April 1, 2014, with interest calculated on the outstanding balance of the 2013 Note on a 360 day basis consisting of twelve 30-day months, subject to adjustment as provided herein. The principal amount of the 2013 Note shall mature in installments on the dates and in the amounts set forth on Schedule "I" of the 2013 Note. The entire unpaid principal balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on October 1, 2028.

Any payment required to be made with respect to the 2013 Note which is not paid on its due date shall bear interest from such due date at a rate equal to the higher of the 2013 Note Interest Rate or the Default Rate.

If the date for payment of the principal of, premium, if any, or interest on the 2013 Note shall not be a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Section 8. Execution of 2013 Note.

The 2013 Note shall be executed in the name of the Issuer by the manual or facsimile signature of the Chairman or Vice-Chairman of its governing body on the date of adoption hereof, or any subsequent Chairman or Vice-Chairman, and attested by the manual or facsimile signature of the Clerk, and the official seal of the Issuer shall be affixed thereto or reproduced thereon. The facsimile signatures of such officers may be imprinted or reproduced thereon. In case any officer whose signature shall appear on the 2013 Note shall cease to be such officer before the delivery of such 2013 Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The 2013 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such 2013 Note shall hold the proper office with the Issuer, although at the date of adoption of this Resolution such person may not have held such office or may not have been so authorized.

Section 9. Registration, Transfer and Exchange.

The transfer and exchange of the 2013 Note shall be registered in the registration books of the Issuer. The Clerk is hereby designated as Registrar for the 2013 Note.

The 2013 Note may not be transferred except in denominations of $100,000 or any integral multiple in excess thereof. Transfer of all or any portion of the 2013 Note shall be restricted to Permitted Lenders. The 2013 Note shall contain a legend that provides that the Registered Owner thereof shall not transfer or authenticate the 2013 Note except as provided herein and only to Permitted Lenders.

Upon surrender for transfer or exchange of the 2013 Note, the Issuer shall execute and the Registrar shall authenticate and deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered 2013 Note of authorized denomination of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution.

Section 10. 2013 Note Mutilated, Destroyed, Stolen or Lost.

In case any 2013 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion deliver a new 2013 Note of like tenor and effect as the 2013 Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated 2013 Note upon surrender and cancellation of such mutilated 2013 Note or in lieu of and substitution for the 2013 Note destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur.

Section 11. Provisions for Prepayment.

Prior to October 1, 2015, the 2013 Note is not subject to prepayment. On and after October 1, 2015, the 2013 Note is subject to prepayment in whole or in part on any Business Day upon two Business Days' prior written notice to the Holder at a prepayment price of 100% of the principal amount being prepaid plus accrued interest to the date of prepayment. Any principal prepayments by the Issuer shall be applied pro-rata to the reduction of each future principal installment due over the remaining duration of the 2013 Note unless the Lender consents in writing to a different application of such principal prepayment at the time the same is paid to the Holder.

Section 12. Form of the 2013 Note.

The text of the 2013 Note shall be in substantially the form attached hereto as "Exhibit A" with such changes, omissions, insertions and variations as may be necessary and desirable and not in conflict with this Resolution. Execution and delivery of the 2013 Note and any other document in connection with the issuance of the 2013 Note by the authorized officers of the Issuer shall be conclusive evidence of the approval of any changes, insertions, omissions or variations.

Section 13. Application of Proceeds of the 2013 Note.

Simultaneously with the delivery of the 2013 Note to the Lender, proceeds of the 2013 Note shall be deposited into a separate account hereby created and established to be known as the "Escambia County, Florida 2013 Note Project Fund" (the "Project Fund") and shall be used to pay costs of acquiring and constructing the 2013 Project. Such costs shall include, but shall not be limited to, reimbursement of advances from other funds of the Issuer for payment of any part of the 2013 Project and all costs paid or incurred for engineering, design or construction of the 2013 Project. All such securities shall be held by the depository bank, and all income derived therefrom shall be deposited in the Project Fund until the 2013 Project has been completed, at which time such income, together with any balance remaining in the Project Fund, shall be deposited in the Debt Service Fund.

However, to the extent there are no other available funds held hereunder, the Issuer shall use the remaining funds in the Project Fund to pay principal and interest on the 2013 Note in the Event of Default.

Such fund shall be kept separate and apart from all other funds of the Issuer and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein. Such proceeds shall be and constitute trust funds for such purpose and there is hereby created a lien in favor of the 2013 Note upon such money until so applied by the Issuer solely for the purposes set forth herein.

Section 14. Covenants of the Issuer.

For as long as any of the principal of and interest on the 2013 Note shall be outstanding and unpaid, or until payment has been provided for as herein permitted, the Issuer covenants with the Registered Owner of the 2013 Note as follows:

A. LIMITED OBLIGATIONS.

The principal of and interest on the 2013 Note and all required deposits into the Debt Service Fund and other required payments hereunder are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues, as provided herein. The 2013 Note shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Revenues, as herein provided. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of, premium, if any, and interest on the 2013 Note or to make any of the required deposits into the Debt Service Fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, as provided herein.

B. ESTABLISHMENT OF THE DEBT SERVICE FUND AND ACCOUNTS THEREIN.

There is hereby created and established a Debt Service Fund (and the Principal Account and Interest Account therein). The Debt Service Fund and any other special funds herein established and created shall constitute trust funds for the purposes provided herein for such funds. All such funds shall be continuously secured in the same manner as deposits of governmental funds are authorized to be secured by the laws of the State.

The cash required to be accounted for in any funds established hereunder may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The moneys in the Debt Service Fund and the accounts therein and the Project Fund until disbursed pursuant to the provisions hereof may be invested and reinvested only in Authorized Investments, in the manner provided by law. All income on such investments shall remain therein and used to pay principal of and interest on the 2013 Note. Authorized Investments in the funds and accounts under this Resolution shall be valued at the market value thereof, exclusive of accrued interest, by the Issuer as frequently as reasonably deemed necessary by the Lender but not less often than annually nor more often than monthly.

C. DISPOSITION OF PLEDGED REVENUES.

The Issuer shall deposit the Non-Ad Valorem Revenues budgeted and appropriated into the Debt Service Fund at such times (but in no case later than the Business Day next preceding an Interest Payment Date) and in such amounts as shall be sufficient to make full and timely payments of the principal of, prepayment premium, if any, and interest on the 2013 Note, all as the same become due and payable, in each year that the 2013 Note is outstanding and unpaid.

D. COVENANT TO BUDGET AND APPROPRIATE.

The Issuer hereby covenants and agrees to prepare, approve and appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available, in each Fiscal Year, amounts sufficient, together with other available moneys, to pay such amounts as the same become due (whether by prepayment, at maturity or otherwise). Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Once such Non-Ad

Valorem Revenues are so budgeted and appropriated, the same shall constitute "Pledged Revenues" hereunder. Notwithstanding the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of such Issuer. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other Debt). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available Non-Ad Valorem Revenues for the payment of the 2013 Note and other amounts owing hereunder in the manner described herein and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, which provides, in part, that it is unlawful for the board of county commissioners of a county to expend or contract for the expenditure or make appropriations in any fiscal year which shall exceed the amount to be received from taxation and other revenue sources in such fiscal year; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law.

E. ANTI-DILUTION PROVISIONS; ADDITIONAL DEBT.

For so long as any of the principal amount of or interest on the 2013 Note is outstanding or any duty or obligation of the Issuer hereunder or under the 2013 Note remains unpaid or unperformed, the Issuer agrees and covenants as follows:

(i) No Adverse Borrowings. The Issuer shall not issue or incur any indebtedness or obligation if such would materially and adversely affect the ability of the Issuer to timely pay Annual Debt Service on the 2013 Note or any other amounts owing by the Issuer under this Resolution or the 2013 Note, provided that compliance with paragraph (iii) below shall constitute evidence of compliance with this paragraph.

(ii) Anti-Dilution. The Issuer shall in each Fiscal Year maintain an amount of Non-Ad Valorem Revenues less the Allocable Portion of the Cost of Essential Services for such Fiscal Year that equals or exceeds 1.20 times the Maximum Annual Debt Service on all outstanding Debt. The Issuer shall furnish annually a certificate to the Holder of the 2013 Note establishing compliance with the provisions of this paragraph together with the information required under Section 14G herein, which certificate shall include the calculation as illustrated in Exhibit "B" attached hereto for the Fiscal Year Ended September 30, 2012, revised to provide for the applicable annual period.

For purposes of calculating the foregoing, if any Debt bears a rate of interest that is not fixed for the entire term of the Debt (excluding any provisions that adjust the interest rate upon a change in tax law or in the tax treatment of interest on the Debt or upon a default), then the interest rate on such Debt shall be assumed to be the higher of (a) the average rate of actual interest borne by such Debt during the most recent complete month prior to the date of calculation, (b) (1) for Debt the interest on which is excluded from gross income of the Holders thereof for Federal tax purposes, *The Bond Buyer* Revenue Bond Index last published in the month preceding the date of calculation plus one percent, or (2) for Debt the interest on which is not excluded from the gross income of the Holders thereof for Federal tax purposes, the yield on a U.S. Treasury obligation with a constant maturity closest to but not before the maturity date of such Debt, as reported in Statistical Release H.15 of the Federal Reserve on the last day of the month preceding the date of issuance of such proposed Debt, plus three percent; provided, however, that if the Issuer shall have entered into an interest rate swap or interest rate cap or shall have taken any other action which has the effect of fixing or capping the interest rate on such Debt for the entire term thereof, then such fixed or capped rate shall be used as the applicable rate for the period of such swap or cap, and provided further that if *The Bond Buyer* Revenue Bond Index or Statistical Release H.15 of the Federal Reserve is no longer available or no longer contains the necessary data, such other comparable source of comparable data as selected by the Holder shall be utilized in the foregoing calculations. In addition, for the purpose of calculating the foregoing: "balloon indebtedness" (as defined in the immediately succeeding sentence) shall be assumed to amortize over a period not to exceed 20 years in substantially equal annual payments at the interest rate set forth in the instrument evidencing such Debt if the interest rate is fixed and, if the interest rate is not fixed, at the rate calculated pursuant to the immediately preceding sentence; and any put or tender rights of a lender with respect to any Debt shall be ignored and such Debt shall be assumed to mature as otherwise provided in the instrument evidencing such Debt. "Balloon indebtedness" is any Debt twenty percent (20%) or more of the original principal amount of which comes due in any single Fiscal Year.

(iii) Additional Debt. The Issuer agrees that it will not issue Debt after the date of issuance of the 2013 Note unless after the issuance of such Debt, the average Non-Ad Valorem Revenues received in each of the two immediately preceding Fiscal Years less the Allocable Portion of the Cost of Essential Services for such Fiscal Year are at least 1.50 times the Maximum Annual Debt Service requirement on all Debt of the Issuer secured in any part by a lien upon or covenant to budget and appropriate from Non-Ad Valorem Revenues (including the Debt proposed to be issued). At the time of issuance of such Debt, the Issuer will cause a certificate establishing compliance with the requirements of this paragraph to be filed with the Holder.

Additional Debt shall only be issued if the Issuer shall not be in default in performing any of the covenants and obligations assumed under this Resolution and the 2013 Note, and all payments herein required to have been made into the accounts and funds, as provided herein, shall have been made to the full extent required.

(iv) Other Obligations Payable from Non-Ad Valorem Revenues. The covenants in this Section 14E relating to the appropriation of Non-Ad Valorem Revenues is subject in all respects to the payment of other obligations of the Issuer payable from the Non-Ad Valorem

Revenues, whether heretofore or hereafter entered into. Nothing herein shall be deemed to give any other Debt to the extent secured by a covenant to budget and appropriate Non-ad Valorem Revenues a priority of payment therefrom.

F. TAX COMPLIANCE.

The Issuer at all times while the 2013 Note or any portion thereof is outstanding will comply with all applicable provisions of the Code and any valid and applicable rules and regulations promulgated thereunder, in order to ensure that the interest on the 2013 Note will be excluded from gross income for Federal income tax purposes. The Issuer hereby covenants that it will make no investment or other use of the proceeds of the 2013 Note which would cause such 2013 Note to be an "arbitrage bond" as that term is defined in Section 148 of the Code and regulations promulgated thereunder.

Unless the Issuer shall have satisfied the requirements of Section 148 of the Code so as to cause the 2013 Note to be exempted from the rebate requirement, the Issuer shall make such periodic calculations of the Issuer's rebate liability on the 2013 Note and remit such payments as shall be required to comply with Section 148(e) of the Code.

The Issuer covenants that upon request it will make all filings of reports or other documents as may be required by Section 149(e) of the Code and regulations promulgated thereunder.

The Issuer covenants that it will not take any action or allow any action which would cause the 2013 Note to become "private activity bonds" as described in Section 141 of the Code, or to become subject to the alternative minimum tax under the Code.

The Issuer covenants to take all actions reasonable and necessary to maintain the exclusion of the interest on the 2013 Note from gross income for Federal income tax purposes.

The provisions of this Subsection may be modified or amended by resolution of the Issuer without the consent of any Holder, upon receipt of an opinion of nationally recognized Bond Counsel to the effect that such modification or amendment will not adversely affect the exclusion from gross income of interest on the 2013 Note for purposes of Federal income taxation.

G. FINANCIAL STATEMENTS; LENDER INFORMATION REQUESTS.

The Issuer shall provide the Holder with (i) a copy of the Issuer's annual budget within thirty (30) days after said budget has been adopted, (ii) the Issuer's annual audited statements within two hundred seventy (270) days of the end of the Issuer's fiscal year, and (iii) any other information the Lender may reasonably request in writing.

H. NOTICE OF DEFAULTS.

The Issuer shall within three (3) Business Days after it acquires knowledge thereof,

notify the Lender (a) of any change in any material fact or circumstance represented or warranted by the Issuer in this Resolution or in connection with the issuance of the 2013 Note; (b) upon the happening, occurrence, or existence of any Event of Default, and (c) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender, with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Lender, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Section 15. Modification and Amendments.

No modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto or the 2013 Note may be made without the consent in writing of the Holders of one hundred percent (100%) of the principal amount of the 2013 Note then outstanding. The Issuer agrees to pay all of the Holder's reasonable costs and reasonable attorneys' fees incurred in modifying and/or amending this Resolution or the 2013 Note at the Issuer's request or behest.

Section 16. Events of Default and Remedies.

A. Events of Default. An "Event of Default" shall be deemed to have occurred under this Resolution if:

(i) The Issuer shall fail to make any payment of the principal of, premium, if any, or interest on the 2013 Note or other amounts due thereunder when the same shall become due and payable, whether by maturity or otherwise; or

(ii) The Issuer shall default in the performance of or compliance with any term or covenant contained in this Resolution or the 2013 Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in this Section 16(A), which default or non-compliance shall continue and not be cured within thirty (30) days after the occurrence thereof; or

(iii) Any representation or warranty made in writing by or on behalf of the Issuer in this Resolution or the 2013 Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(iv) The Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(v) The Issuer is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by the Issuer, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the

aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(vi) If the validity or enforceability of this Resolution or the 2013 Note shall be contested by the Issuer; or if the Issuer shall deny that it has any or further liability or obligations hereunder or thereunder; or

(vii) The Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

B. Effect of Event of Default. Upon the occurrence of any Event of Default, the Holder of the 2013 Note may seek enforcement of and exercise all remedies available to it under any applicable law. All payments made on the 2013 Note after an Event of Default, shall be first applied to accrued interest then to any reasonable costs or expenses, including reasonable legal fees and expenses, that the Holder may have incurred in protecting or exercising its rights under this Resolution or the 2013 Note and the balance thereof shall apply to the principal sum due.

Immediately and without notice, upon the occurrence of any Event of Default, the Holder may declare all obligations of the Issuer under this Resolution and the 2013 Note to be immediately due and payable without further action of any kind and upon such declaration the 2013 Note and the interest accrued thereon shall become immediately due and payable; provided, however, accelerated payments will be due and payable only after payment of the Annual Debt Service then due of the 2013 Note and all regularly scheduled debt service on other Debt then outstanding secured by a covenant to budget and appropriate.

C. No Waiver; Cumulative Remedies. No failure or delay on the part of the Holder of the 2013 Note in exercising any right, power, remedy hereunder or under the 2013 Note shall operate as a waiver of the Holder's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 17. Defeasance.

If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest and prepayment premium, if any, with respect to the 2013 Note, then, and in that event, the covenants, liens and pledges entered into, created or imposed pursuant to this Resolution in favor of the Holder shall be no longer in effect. For purposes of the preceding sentence, deposit of Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or upon consent of the Holder of the 2013 Note, deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of the Holder, in respect to which such Federal Securities (or certificates of deposit or such other securities or investments), the principal of which, together with the income thereon, will be sufficient to make timely payment of the

principal of, interest on and prepayment premium, if any, on the outstanding 2013 Note, shall be considered "provision for payment." Nothing herein shall be deemed to require the Issuer to exercise its option to prepay all or any portion of the 2013 Note prior to maturity pursuant to any applicable optional prepayment provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early prepayment.

Section 18. Use of Additional Funds for Debt Payment.

Subject to the provisions of the Florida Constitution, nothing herein contained shall preclude the Issuer from using any legally available funds, in addition to the Pledged Revenues herein provided, which may come into its possession, including, but not limited to, the proceeds of sale of the 2013 Note, contributions or grants, for the purpose of payment of principal of and interest on the 2013 Note in accordance with the provisions of this Resolution; provided that, nothing herein shall be deemed to grant a pledge of or lien upon such other legally available funds or to obligate the Issuer to make payments in respect of the 2013 Note from any such funds, except from the Pledged Revenues.

Section 19. Award of 2013 Note.

The Issuer hereby finds, determines and declares the rapidly changing governmental loan market requires that the loan evidenced by the 2013 Note be negotiated at private sale rather than offered by competitive bid at public sale in order to assure the necessary flexibility to change the maturity, prepayment features or interest rate necessary to obtain the most favorable terms in such market. The negotiated sale of the principal amount of not exceeding $12,000,000 of the 2013 Note to the Lender is hereby authorized pursuant to Section 218.385, Florida Statutes, at the purchase price of par.

Section 20. Authorization of All Other Necessary Actions.

The proper officers of the Issuer are hereby authorized and directed to execute and deliver the 2013 Note when prepared and deliver the same to the Lender upon payment of the purchase price. The Chairman, Vice-Chairman and Clerk, the Attorney for the Issuer, and McGuireWoods LLP, Bond Counsel for the Issuer, are each designated agents of the Issuer in connection with the issuance and delivery of the 2013 Note, and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the 2013 Note and which are not inconsistent with the terms and provisions of the Resolution and other actions relating to the 2013 Note heretofore taken by the Issuer. The 2013 Note shall be issued only upon the approval of Bond Counsel, the Issuer's Financial Advisor and the Chairman.

Section 21. Repealing Clause.

All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 22. Severability of Invalid Provisions.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the 2013 Note issued hereunder.

Section 23. Venue; Applicable Law.

This Resolution and the 2013 Note shall be governed by applicable Federal law and the internal laws of the State. The Issuer agrees that certain material events and occurrences relating to this Resolution and the 2013 Note bear a reasonable relationship to the laws of the State and the validity, terms, performance and enforcement of this Resolution and the 2013 Note shall be governed by the internal laws of the State which are applicable to agreements which are negotiated, executed, delivered and performed solely in the State. The Holder, by acceptance of the 2013 Note, and the Issuer hereby consent to the exercise of jurisdiction over them in connection with any litigation based on the 2013 Note or arising out of, under or in connection with this Resolution, by the Circuit Court of Escambia County, Florida

The laws of the State shall be the law applied in the resolution of any action, claim or other proceeding arising out of this Resolution and the 2013 Note.

Section 24. Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY LAW, THE ISSUER AND THE LENDER (UPON ITS PURCHASE OF THE 2013 NOTE) EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON, OR ARISING OUT OF THIS RESOLUTION OR THE 2013 NOTE, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENT, OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO SUCH 2013 NOTE OR THIS RESOLUTION.

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Section 25. Effective Date.

This Resolution shall take effect immediately upon its adoption, this 3rd day of October, 2013.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, THIS 3RD DAY OF OCTOBER, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

(SEAL)

By:_____
Chairman Gene M. Valentino

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

Approved as to form and legality:

By:_____
County Attorney

EXHIBIT "A"

FORM OF 2013 NOTE

No. R- $_____

TRANSFER OF REGISTRATION OF THIS NOTE IS RESTRICTED. SEE SECTION 9 OF RESOLUTION NO. R2013-___ HEREIN DESCRIBED.

UNITED STATES OF AMERICA
STATE OF FLORIDA
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013

Note Interest Rate	Maturity Date	Dated Date
3.04% (as may be adjusted as herein provided)	October 1, 2028	October 8, 2013

Registered Owner: STI INSTITUTIONAL & GOVERNMENT, INC.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Escambia County, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay, solely from the sources hereafter described, the Principal Amount hereof, to the Registered Owner identified above (the "Registered Owner"), or registered assigns, on the dates and in the amounts set forth on Schedule "I" hereto, and to pay, solely from said sources, interest on said sum from the Dated Date or from the most recent Interest Payment Date to which interest has been paid, at the Note Interest Rate, calculated on a year of 360 days consisting of twelve 30-day months, until payment of such sum, subject to adjustment as provided on Schedule "II" hereto, which is hereby incorporated by reference with the same effect as if set forth herein in its entirety. Such interest shall be payable on April 1 and October 1 of each year, commencing on April 1, 2014. All amounts due hereunder shall be paid by the Issuer by wire transfer to the account designated by the Registered Owner to the Registrar in writing at least five (5) days before the date such payment is due.

The final payment of principal of this Note shall be made upon presentation and surrender hereof on the Maturity Date at the principal office of the Clerk of the Circuit Court, Ex-Officio Clerk to the Board of County Commissioners of the Issuer (the "Paying Agent") in Pensacola, Florida, or at the office designated for such payment of any successor thereof. The entire unpaid principal balance, together with all accrued and unpaid interest thereon, shall be

due and payable in full on October 1, 2028. All such sums payable hereunder shall be payable in any coin or currency of the United States of America which is at the time of payment legal tender for the payment of public or private debts.

Any payment required to be made with respect to this Note which is received later than its due date shall bear interest from such due date at a rate equal to the higher of the Note Interest Rate or the Default Rate, as defined on Schedule "II."

Prior to October 1, 2015, this Note is not subject to prepayment. On and after October 1, 2015, this Note is subject to prepayment in whole or in part on any Business Day upon two Business Days' prior written notice to the Holder at a prepayment price of 100% of the principal amount being prepaid plus accrued interest to the date of prepayment. Any principal prepayments by the Issuer shall be applied pro-rata to the reduction of each future principal installment due over the remaining duration of the 2013 Note unless the Lender consents in writing to a different application of such principal prepayment at the time the same is paid to the Holder.

If the date for payment of the principal of, premium, if any, or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which the banking institutions in the city where the Registered Owner is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

This Note constitutes an authorized issue in the principal amount of $12,000,000 issued to finance the cost of financing or refinancing the 2013 Project more fully described in the herein defined Resolution, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, and other applicable provisions of law, and Resolution No. R2013-__ duly adopted by the Issuer on October 3, 2013 (the "Resolution") and is subject to all the terms and conditions of the Resolution, the provisions (including defined terms) of which are incorporated herein by reference.

This Note is a limited and special obligation of the Issuer payable solely from and secured by an irrevocable lien upon and pledge of the Pledged Revenues to the extent and as described in the Resolution.

Pursuant to the Resolution, the Issuer has covenanted and agreed to prepare, approve and appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available, in each Fiscal Year, amounts sufficient, together with other available moneys, to pay such amounts as the same become due (whether by prepayment, at maturity or otherwise). Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues is cumulative to the extent not paid, and continues until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments have been budgeted, appropriated and actually paid. Once such Non-Ad Valorem Revenues are so budgeted and appropriated, the same constitute "Pledged Revenues"

under the Resolution. Notwithstanding the foregoing, the Issuer has not covenanted to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of such Issuer. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other Debt). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein has the effect of making available Non-Ad Valorem Revenues for the payment of this Note and other amounts owing under the Resolution in the manner described therein and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations under the Resolution; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, which provides, in part, that it is unlawful for the board of county commissioners of a county to expend or contract for the expenditure or make appropriations in any fiscal year which shall exceed the amount to be received from taxation and other revenue sources in such fiscal year; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law.

This Note does not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Revenues. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, or interest on this Note or to make any of the required Debt Service Fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, in the manner provided herein and the Resolution. It is further agreed between the Issuer and the Registered Owner of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any property of the Issuer, but shall be payable only from the Pledged Revenues, in the manner provided in the Resolution.

In and by the Resolution the Issuer has made certain covenants and agreements with the Registered Owner of this Note, and reference is hereby made to the Resolution for a description of such covenants and agreements. Pursuant to the Resolution, the Issuer has reserved the right to amend the Resolution all in the manner, and upon the terms and conditions provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required to happen,

exist and be performed, precedent to and in the issuance of this Note, have happened, exist, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida applicable thereto.

The Issuer may deem and treat the person to whom this Note is issued as the absolute Owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary. No transfer of this Note shall be effective until the same has been surrendered to the Issuer for transfer and a new Note has been issued in the name of the transferee. The Issuer has limited transferability of this Note to banks or other qualified institutional investors and accredited investors as described in the Resolution, however, the Registered Owner will have the right to assign this Note to an affiliate or subsidiary of the Registered Owner in its sole discretion.

IN WITNESS WHEREOF, Escambia County, Florida, has issued this Note and has caused the same to be executed by the manual or facsimile signature of the Chairman, and its corporate seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and attested by the manual or facsimile signature of the Clerk of the Circuit Court, Ex-Officio Clerk to the Board of County Commissioners of the Issuer, this 8th day of October, 2013.

ESCAMBIA COUNTY, FLORIDA

(SEAL)

By: _____
Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

SCHEDULE "I" TO FORM OF NOTE

PRINCIPAL PAYMENT SCHEDULE

Payment Date (October 1)	Amortization Installment
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028*	
Total	

*Final Maturity

SCHEDULE "II" TO FORM OF NOTE
INTEREST RATE ADJUSTMENT

Upon the occurrence of a Determination of Taxability and for as long as the Note remains outstanding, the Note Interest Rate shall be converted to the Taxable Rate (unless an Event of Default shall have occurred, in which case the Default Rate shall apply). In addition, upon a Determination of Taxability, the Issuer shall pay to the Registered Owner (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Note during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Note borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Registered Owner as a result of the Determination of Taxability. This adjustment shall survive payment of the Note until such time as the Federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

If, after the date of the Note, the Registered Owner shall have reasonably determined that a Change in Law shall have occurred that has or would have the effect of reducing the rate of return on the Registered Owner's capital, on the Note or otherwise, as a consequence of its ownership of the Note to a level below that which the Registered Owner could have achieved but for such adoption, change or compliance (taking into consideration the Registered Owner's policies with respect to capital adequacy) by an amount deemed by the Registered Owner to be material, then from time to time, promptly upon demand by the Registered Owner, the Issuer shall, and hereby agrees to, pay the Registered Owner such additional amount or amounts as will compensate the Registered Owner for such reduction. A certificate of the Registered Owner claiming compensation under this paragraph and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive absent manifest error. In determining any such amount, the Registered Owner may use any reasonable averaging and attribution methods. The Registered Owner shall notify the Issuer in writing of any adjustments pursuant to this paragraph at least sixty (60) days prior to the effective date thereof. Notwithstanding any provision of this paragraph or any other provision hereof to the contrary, in no event shall the Note Interest Rate exceed the maximum rate permitted by applicable law.

Upon an Event of Default, the Note Interest Rate shall be converted to the Default Rate.

"Note Interest Rate" shall mean a per annum rate equal to (a) 3.04% multiplied by (b) the Margin Rate Factor.

"Change in Law" means the occurrence, after the date of the Note, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directive

thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or, pursuant to the accord commonly referred to as "Basel III," by the United States or foreign regulatory authorities, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Determination of Taxability" means the occurrence after the date hereof of the adoption or taking effect of any law, rule or regulation that changes the ability of the Holder to exclude all or a portion of the interest on the Note for Federal income tax purposes, or a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of the Note is or was includable in the gross income of a Lender for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Holder, and until the conclusion of any appellate review, if sought.

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Margin Rate Factor" shall mean the fraction the numerator of which is equal to one (1) minus the Maximum Federal Corporate Tax Rate on the date of calculation and the denominator of which is 0.65. The Margin Rate Factor shall be 0.65/0.65 or 1.0 so long as the Maximum Federal Corporate Tax Rate shall be 35%, and thereafter shall increase from time to time effective as of the effective date of any decrease in the Maximum Federal Corporate Tax Rate.

"Maximum Federal Corporate Tax Rate" shall mean the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to the Holder, the maximum statutory rate of federal income taxation which could apply to the Holder). The Maximum Federal Corporate Tax Rate on the date of execution of and delivery of the Note is 35%.

"Taxable Period" shall mean the period of time between (a) the date that interest on the Note is deemed to be includable in the gross income of the Owner thereof for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability.

"Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Registered Owner with the same after tax yield that the Registered

Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Registered Owner as a result of such Determination of Taxability. The Registered Owner shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer. The Taxable Rate shall be subject to all other adjustments as provided herein.

SCHEDULE "III" TO FORM OF 2013 NOTE
PREPAYMENT PROVISIONS

Prepayment Provision Rider

This Rider made as of October 8, 2013, is incorporated into and amends and supplements the attached Note of the same date in the amount of $_____ (the "Note") of the undersigned (the "Issuer") payable to STI Institutional & Government, Inc., and its successors and assigns (the "Holder"). In addition to the covenants and agreements made in the Note, the Issuer and the Holder agree that the following terms and conditions shall apply.

Prepayment Provision
Prior to October 1, 2015, the Note is not subject to prepayment. On and after October 1, 2015, the Note is subject to prepayment in whole or in part on any Business Day upon two Business Days' prior written notice to the Holder at a prepayment price of 100% of the principal amount being prepaid plus accrued interest to the date of prepayment.

Non-Individual signature

(Seal)

ESCAMBIA COUNTY, FLORIDA
As Issuer

By: _____
Chairman

SCHEDULE "IV" TO FORM OF NOTE

PURCHASER'S LETTER

[PURCHASER'S LETTERHEAD]

Chairman
Board of County Commissioners
Escambia County, Florida

McGuireWoods, LLP
Jacksonville, Florida

To Whom It May Concern:

We certify that the following are true and correct in relation to the purchase by STI Institutional & Government, Inc. (the "Lender"), of the $_____ Capital Improvement Revenue Note, Series 2013 (the "2013 Note") dated October 8, 2013, and issued by Escambia County, Florida (the "Issuer") pursuant to Resolution R2013-____ duly adopted by the Issuer on October 3, 2013 (the "Resolution"):

1. The Lender is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933 (the "1933 Act").

2. The Lender has made its own inquiry and analysis with respect to the Issuer, the 2013 Note and the security therefor, and other material factors affecting the security for and payment of the 2013 Note.

3. The Lender has received the financial information requested by the Lender from the Issuer in connection with the 2013 Note and has been afforded the opportunity to examine such documents and receive such written information concerning the terms and conditions of the 2013 Note and the financial condition and creditworthiness of the Issuer as the Lender has deemed necessary to receive in connection with determining whether to purchase the 2013 Note.

4. The Lender understands that the loan is evidenced by the 2013 Note, and the 2013 Note is issued in a single denomination equal to the aggregate principal amount of the 2013 Note and may be transferred only to a Permitted Lender, as defined in the Resolution.

5. The Lender is acquiring the 2013 Note from its own capital for its own accounts for investment and not with a present view to the resale or other distribution of all or any part thereof or any interest therein to others.

6. The Lender acknowledges that it is permitted to transfer the 2013 Note only upon compliance with the requirements of the Resolution and the 2013 Note.

7. The interest rate established for the 2013 Note was established at arms length between the Lender and the Issuer.

8. The Lender further represents, warrants and covenants that:

(i) it understands that so long as it is not, in the opinion of bond counsel, required by any applicable law, regulation, rating agency standard or rule of an applicable regulatory agency, the Issuer does not intend to make any filing with respect to the loan represented by the 2013 Note with the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board's continuing disclosure site;

(i) it understands that no CUSIP will be obtained with respect thereto;

(iii) the 2013 Note carries no rating from any credit rating agency.

9. The Lender acknowledges that the 2013 Note has not been designated as a qualified tax exempt obligation under Section 265(b) of the Internal Revenue Code.

10. Lender hereby notifies Issuer that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), Lender may be required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow Lender to identify the Issuer in accordance with the Act.

STI INSTITUTIONAL & GOVERNMENT, INC.

By:_____
Its: Senior Vice President

EXHIBIT "B"

ANTI-DILUTION TEST ILLUSTRATION

Anti Dilution/DSC Test Calculation	
Input Variables	
A) Most Recent Audited Fiscal Year Legally Available Non Enterprise, Non Ad Valorem Revenues	$ 186,686
B) Most Recent Audited Fiscal Year Ad Valorem Revenues	$ 103,386
C) Most Recent Audited Fiscal Year Total Revenues	$ 290,072
D) Cost of Essential Services (Most Recent Audited Fiscal Year)	$ 169,513
E) Existing MADS on CBA	-
F) MADS on Proposed CBA	$ 1,327
G) MADS on Existing and Proposed CBA Debt (G + H)*	$ 1,327
H) MADS on Debt Secured by Lien on Specific Non Ad Valorem Revenues	$ 8,913
I) MADS on All Debt Secured by Non Ad Valorem Revenues (I + J)*	$ 10,240
J) Required Global Coverage Test	1.20
GLOBAL COVERAGE TEST: Net Current Year Anti-Dilution Test (A-((A/C)xD) / I >	**1.20**
Most Recent Audited Fiscal Year Legally Available Non Enterprise, Non Ad Valorem Revenues (A)	$ 186,686
less ((A/C)x D)	$(109,096)
Equals: Revenues after Allocation for Essential Services	$ 77,590
Divided by: I (MADS on All Debt Secured by Non-Ad Valorem Revenue)	$ 10,240
Global Coverage (Includes senior lien and CBA debt service)	**7.58**
Global Coverage Test	**1.20**
In Compliance?	**YES**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4996 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Supplemental Budget Amendment #002 - 2013 Residential Construction Mitigation Program (RCMP) Retrofit Grant
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #002 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #002, Other Grants and Projects Fund (110) in the amount of $150,000 and General Fund (001) in the amount of $3,750, to recognize the 2013 Residential Construction Mitigation Program (RCMP) Residential Retrofit Grant, as awarded to Escambia County by the Florida Department of Emergency Management (FDEM) for implementation by Rebuild Northwest Florida, Inc. (Rebuild), and to appropriate these funds for the 2013 RCMP Grant.

BACKGROUND:

The Florida Department of Emergency Management (FDEM) awarded a $150,000 Residential Construction Mitigation Program (RCMP) Retrofit Grant to Escambia County, based on an application filed by Rebuild Northwest Florida, Inc. (Rebuild) with FDEM earlier this year. The FDEM grant must be awarded to the County per governing regulations and cannot be directly contracted to Rebuild by FDEM due to funding limitations. The funds are critical in providing mitigation (house hardening) assistance for lower income homeowners in Escambia County who cannot afford to provide the 25% cash matching required for participation in the FEMA funded mitigation program operated by Rebuild. There is a waiting list of applicants for the mitigation program that can be served through this funding.

BUDGETARY IMPACT:

This amendment will increase Fund 110 (2013 RCMP Grant) by $150,000 and Fund 001 by $3,750.

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# 002

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 a grant via Florida Department of Emergency Management (FDEM) for the 2013 Residential Construction Mitigation Program (RCMP) Residential Retrofit Grant 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, 2014:

Fund Name	**Fund Number**
General Fund	1
Other Grants and Projects	110

Revenue Title	**Fund Number**	**Account Code**	**Amount**
2013 RCMP Grant (Rebuild NWF)	110	334xxx (new)	150,000
(2013 Residential Constructioin Mitigation			
Program (RCMP Residential Retrofit Grant)			
Indirect Cost - Other (2013 RCMP Grant)	001	369936	3,750
Total			**$153,750**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Other Contractual Services	110 / 220420 (new)	53401	18,750
(Rebuild NWF Admin. & Program Mgt.)			
Other Current Charges & Obligations	110 / 220420 (new)	54901	3,750
(Escambia County Indirect Cost)			
Other Grants & Aids	110 / 220420 (new)	58301	127,500
(RCMP Mitigation/Construction)			
Reserves for Operating	001 / 110201	59805	3,750
Total			**$153,750**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
 # 002

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5043 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Contract Award for Mahogany Mill Boat Ramp Site Remediation, PD 12-13.062
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Mahogany Mill Boat Ramp Site Remediation - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Geosyntec Consultants, Inc., per the terms and conditions of PD 12-13.062, Mahogany Mill Boat Ramp Site Remediation, in the amount of $163,900.

[Funding: Funds for this Project are available from Community Development Block Grant, Brownfield Redevelopment, and Voluntary Cleanup Tax Credit, and will be allocated as follows: Fund 129, Cost Center 220404, Object Code 53101 - $110,448.09 (2012 CDBG) and Cost Center 220418, Object Code 53101 - $53,451.91 (VCTC Funds)]

BACKGROUND:

Request for Letters of Interest, PD 12-13.062, Mahogany Mill Boat Ramp Site Remediation were publicly noticed on Friday, August 23, 2013 to 11 known firms. Responses were received from 1 firm on Friday, August 30, 2013.

BUDGETARY IMPACT:

[Funding: Funds for this project are available from Community Development Block Grant, Brownfield Redevelopment and Voluntary Cleanup Tax Credit, and will be allocated as follows: Fund 129, Cost Center 220404, Object Code 53101 - $110,448.09 (2012 CDBG) and Cost Center 220418 - $53,451.91 (VCTC Funds), Object Code 53101.]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Fee Proposal

Geosyntec consultants

316 South Baylen Street, Suite 201
Pensacola, Florida 32502
PH 850.477.6547
FAX 850.477.6707
www.geosyntec.com

16 September 2013

Mr. Glenn Griffith
Brownfields Coordinator
Escambia County Community & Environment Bureau
221 Palafox Place
Pensacola, FL 32502

Subject: Proposal for Soil Capping Design and Installation
Mahogany Mill Boat Ramp
Pensacola, Florida

Dear Mr. Griffith:

Geosyntec Consultants (Geosyntec) is submitting this letter proposal at your request to Escambia County to provide professional services associated with design and construction of the soil cap at the Mahogany Mills Site located in Pensacola, Escambia County, Florida. The activities are being conducted in response to identification of subsurface soil impacts identified during the active, ongoing construction activities at the Site. The remainder of this letter provides a description of the proposed scope of work, a budget estimate, and a discussion of the schedule to complete the work described herein.

The scope of work outlined below is based on our current knowledge of the Site and information provided by the County to date. Laboratory data indicates that pentachlorophenol (PCP), petroleum hydrocarbons, and polycyclic aromatic hydrocarbons (PAHs) have been identified in soil at the Site above Florida Department of Environmental Protection (FDEP) regulatory screening criteria. During the 11 July 2013 meeting with FDEP and the County and based upon the completed soil delineation activities, the FDEP and the County agreed that capping the existing soils in place is an acceptable remediation for the Site. The scope outlined herein was based on the decisions agreed upon during this meeting and confirmed with FDEP in an email dated 15 July 2013.

engineers | scientists | innovators

SCOPE OF WORK

Task 1: Project Management/Meetings

Under this task, Geosyntec will perform project planning and management responsibilities, such as correspondence with the County and FDEP, project coordination, and project administration. Budget has been included under this task for the project manager to communicate status reports with the various team members under the expedited project schedule. Additionally, budget for participation in up to three meetings by the Geosyntec project manager the facility design engineer, FDEP, and/or the County has been included under this task.

Task 2: SAR/RAP Preparation

Under this task, Geosyntec will prepare a combined Site Assessment Report/Remedial Action Plan (SAR/RAP) document for submittal to FDEP. Based on the 11 July 2013 meeting and subsequent communications, FDEP understands that the SAR will focus on the completed soil sampling activities and may not meet all the requirements of Chapter 62-780.600 F.A.C. (such as detailed lithology cross sections, groundwater flow maps, etc.). The SAR/RAP will include: (i) a description of field activities and results and present tables and figures to summarize the analytical results for the SAR; and (ii) a RAP in accordance with Chapter 62-780.700, including a FDEP RAP checklist, design calculations and drawings, material specifications, construction drawings, and relevant data, developed under Task 3. It has been assumed that the RAP will focus on an engineered system to cap the contaminated soils in place. The draft SAR/RAP will be submitted to the County for review and comment prior to final submittal of the document to FDEP for their approval. The final document will be signed/sealed by a licensed Florida Professional Engineer.

Task 3: Cap Design

Under this task, Geosyntec will review Site information and prepare a design for the capping system for the contaminated areas. The Site information includes detailed survey information for the contaminated soils location, engineering designs and specifications for the cap and other design performance requirements related to the cap design. Based on this information, Geosyntec will confirm the performance requirements needed to meet the design intent for the facility. Our understanding of these criteria will be communicated to the facility design engineer for review and approval.

The cap design will include a detailed cap grading plan, based on the facility final grading plan, and design calculations for lateral drainage of the cap surface. The design will include a plan view of the cap area and cross section of the cap layers and details. Technical specifications will be prepared for each layer of the cap. At a minimum, we anticipate the cap to include fine grading and compaction of the existing soils (in accordance with the ongoing project specifications), installation of a 45 mil EPDM geomembrane or equivalent, and installation of a lateral drainage layer. It has been assumed that the remainder of the facility will be constructed directly over the lateral drainage layer by others.

A draft of the design products, including calculations, drawings and technical specifications, will be provided for County review and approval. Geosyntec will incorporate comments received from the County upon review of the draft documents. Geosyntec assumes that CAD files for the facility design and detailed topographic survey of the cap area will be provided and that a pre-application meeting is not required.

The final engineering package will be submitted as an attachment to the SAR/RAP and will include a technical narrative, design drawings and specifications as described above and the supporting calculations. The scope and budget outlined herein is based on the assumption that FDEP has pre-approved the engineering concept and that the final cap design will be approved with minimal comment or request for revisions from FDEP.

Task 4: Cap Installation

Under this task, Geosyntec will subcontract to a remediation construction contractor to perform the installation of the cap system as described above. For the purpose of estimating the cost of this construction, it is assumed that a geocomposite product will be used for the lateral drainage layer. Geosyntec will provide full time oversight and documentation of this installation. The installation is assumed to require 10 days to complete.

Task 5: Construction Completion Report (CCR) and Maintenance Plan

Under this task, Geosyntec will prepare a cap CCR based on the requirements of the RAP and Chapter 62-780, including a narrative of the cap installation process, soil density test results, material quality certifications and photo documentation of the installation. A final cap as-built survey and an operation and maintenance plan for the long term care of the cap will be included in the CCR.

Task 6: Contingency

As approved by the County, because the portion of the project outlined herein needs to be conducted under a rapid schedule and there is a possibility for minor scope changes, we have included a 10% contingency. We will keep this contingency budget on a separate task from the rest of the scope described herein and only bill it with prior approval from the County.

SCHEDULE

Geosyntec will complete Tasks 2 and 3 within four weeks of authorization of this task order. We anticipate the County review of the draft documents, final submittal to FDEP, and FDEP approval within be completed within five days. The cap installation effort is planned as a ten day effort. Geosyntec will provide the construction completion certification report within two weeks after completion of the cap installation. The total schedule to completion of cap installation is estimated to be eight to twelve weeks from notice of authorization.

PROJECT BUDGET

The proposed project budget is summarized below and is anticipated to be performed as lump sum tasks under the terms and conditions of Contract PD 05-06.041 between Geosyntec Consultants (Consultant) and Escambia County, Florida (County). Geosyntec will perform the scope of work described herein on a lump sum basis for the amount summarized below:

Task 1: Project Management/Meetings	$5,300
Task 2: SAR/RAP Preparation	$8,800
Task 3: Cap Design	$16,000
Task 4: Cap Installation	$110,000
Task 5: CCR and Maintenance Plan	$8,900
SUBTOTAL	$149,000
Contingency (10%)	$14,900
TOTAL REQUESTED BUDGET	**$163,900**

If this proposal is acceptable, please provide an executed Task Order and return to Ms. Johnson's attention at your earliest convenience.

ASSUMPTIONS

In addition to that mentioned above, Geosyntec has made the following assumptions to supplement the work described above in preparation of this scope of work and cost estimate:

- The estimated maximum quantity of materials are as follows:
    a. Area to be regraded and compacted – 20,000 sqft
    b. EPDN – 20,000 sqft (in-place)
    c. Geocomposite – 20,000 sqft (in-place)
- If additional materials are needed beyond these quantities, they will provided on a Time and Material basis.
- No excavation and debris removal is needed.
- The County will be responsible for all off-site waste disposal including, providing roll-offs as needed, transportation and disposal fees, if needed.
- No stormwater controls (i.e. silt fencing, hay bales, etc.) nor stormwater permitting have been included.
- All permits to construct will be obtained by others.
- Geosyntec will secure the cap with sand bags or other appropriate materials, but the County will be responsible for protecting Geosyntec's work after completion of the cap until the work of the County subcontractor is complete.
- The existing subgrade is free of debris and obstructions and can be easily compacted to meet the County's project requirements and does not contain unsuitable fill. If unsuitable material is encountered, additional budget may be warranted.
- Beyond the regrading, EPDM and geocomposite installation, the County will be responsible for all the park facilities, including vegetation, sprinklers, water connections, etc.
- The County will be responsible for marking and identifying all underground utilities at the site.
- Water will be available at the Site and provided free of charge to Geosyntec and its subcontractors.
- Access to the Site and adjacent properties is unrestricted to Geosyntec and its subcontractors.

- All work will be performed in Level D personal protective equipment.
- If field conditions, weather, etc. cause delays beyond the control of Geosyntec, requests for further budget authorization may be warrant.

CLOSURE

Geosyntec appreciates the opportunity to provide these services to Escambia County. If you have any questions regarding this scope of work, please do not hesitate to contact Jill Johnson at 850.483.5100, respectively.

Sincerely,
Geosyntec Consultants, Inc.

Jill W. Johnson

Jill W. Johnson, P.G.
Senior Hydrogeologist

David Riotte, P.E.
Associate

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5028 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: SBA #285 - Civic Center Fund Balance
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #285 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #285, Civic Center Fund (409) in the amount of $617,436, to recognize additional fund balance, and to appropriate these funds for operational activities associated with the Pensacola Bay Center.

BACKGROUND:

The Civic Center Fund has additional fund balance available for appropriation. These funds will be used for operational costs and activities associate with the Pensacola Bay Center operation.

BUDGETARY IMPACT:

This amendment will increase Fund 409 by $617,436.

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#285

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2013-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Civic Center Fund has additional fund balance available to be allocated for operational activities. These funds must now be recognized and appropriated back into the Fund.

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:

Civic Center Fund	409
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Fund Balance	409	389901	617,436
Total			$617,436

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	409/360401	53401	617,436
Total			$617,436

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#285

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5018 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Approval of Fiscal Year 2013/2014 Miscellaneous Appropriations Agreements
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreements for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Council on Aging of West Florida, Inc. - $38,000;
2. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County - $218,500;
3. United Way of Escambia County, Inc. (211 Program) - $33,250;
4. Pensacola's Promise, Inc., d/b/a Chain Reaction - $19,000; and
5. Wildlife Sanctuary of Northwest Florida, Inc. - $30,951;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

001Agreements

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND COUNCIL ON AGING OF WEST FLORIDA, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Council on Aging of West Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 875 Royce Street, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1373939 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides essential programs and services to the elderly of West Florida to increase their independence; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of $38,000.00 to conduct the program generally described as:

Council on Aging of West Florida, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of $38,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____

Title: _____

Attest:

_____
Secretary

This document approved as to form and legal sufficiency.

By _____

Title ACA

Date 9/18/13

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Council on Aging of West Florida, Inc.

	APPROVED BUDGET
SALARIES AND BENEFITS	$
SUPPLIES	$
TRAVEL	$
UTILITIES	$
EQUIPMENT (Unit Cost $1,000 or more)	$

OTHER RECURRING COSTS:

General Revenue Program Match	$ 38,000.00
	$
	$
	$

TOTAL OTHER RECURRING COSTS	$ 38,000.00

OTHER NON-RECURRING COSTS

	$
	$
	$
	$

TOTAL OTHER NON-RECURRING COSTS	$
GRAND TOTAL	$ 38,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds will be used as local match for federal and state funded home and community based services for the elderly. The following sources provide funding:

- Older American's Act (federal)
- Corporation for National & Community Services (federal)
- Community Care for the Elderly (state)

The following programs operated by or through the Council on Aging of West Florida, Inc. are the recipients of state/federal funds:

- Meals-on-Wheels
- Congregate Meals
- Recreation
- Transportation
- Chore
- Home Care Services (Homemaking, Personal Care, Respite, Companionship, Escort, etc.)
- Adult Day Health Care
- Screening and Assessment
- Case Management
- Case Aide
- Caregiver Program
- Facility-based Respite
- Foster Grandparents
- Senior Companions
- Retired Senior & Volunteer Program (RSVP)

This appropriation will assist in the provision of services to at least 2,000 elderly individuals residing in Escambia County, Florida. This appropriation provides match for $400,000 in state/federal funding.

Council on Aging of West Florida, Inc. currently receives $2,556,507 in federal/state funds that require a local match of $1 for every $9 in federal/state funding ($255,650.70 required in local match).

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 3636-D North "L" Street, Suite A, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-3683227 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides children of Escambia County and their parents with vital assistance for those youngsters who might not otherwise have the opportunity to reach their lives' potential; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of $218,500.00 to conduct the program generally described as:

Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of $218,500.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY

By: _____

Title: _____

Attest:

_____
Secretary

This document approved as to form and legal sufficiency.

By _____

Title _____

Date 9/18/13

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County

		APPROVED BUDGET
SALARIES AND BENEFITS		$
SUPPLIES		$
TRAVEL		$
UTILITIES		$
EQUIPMENT (Unit Cost $1,000 or more)		$
OTHER RECURRING COSTS:		
Direct Services Subsidized Childcare for low income Families	$ 218,500.00	
	$	
	$	
TOTAL OTHER RECURRING COSTS		$ 218,500.00
OTHER NON-RECURRING COSTS		
	$	
	$	
	$	
	$	
TOTAL OTHER NON-RECURRING COSTS		$ 218,500.00
GRAND TOTAL		$ 218,500.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The funds provided by Escambia County will be to provide the local match to obtain funding from State and Federal sources to enable the Early Learning Coalition of Escambia County to provide childcare assistance to working poor families residing in Escambia County. The combination of the Escambia County local match contribution and the State/Federal funds allows us to provide subsidies to working poor families (at or below 150% of the Federal Poverty level) to obtain school readiness (child care) services.

In order to draw down these State/Federal funds, the local Coalition is required to raise a local match equal to 6% of the total cost of care for our working poor (low-income working) families. In the case of this request, the $230,000 provided by Escambia County will enable us to obtain $4,700,000 in State/Federal funding, giving us $5,000,000 to provide childcare assistance to working poor families. At an average monthly cost per child of $325/child/month, this $5,000,000 will provide childcare for more than 1,275 children per month for the twelve (12) month funding period.

The funds provided by Escambia County (as well as the State/Federal funds) are used for payments directly to childcare/early learning providers delivering services to working poor families under this program. Unlike the State/Federal funds, however, none of the Escambia County funds are used for Coalition administrative expenses. 100% of the Escambia County funds go directly to delivery of this much needed program.

Families who qualify for assistance will receive services in formal and informal programs, based on parental choice. Children receiving these early learning program services will also receive the benefits of the Food Program, health, behavioral, and developmental screenings (and referrals based on the results thereof), early childhood developmental appropriate activities, and other family management services.

Through a contract with Children's Services Center, the Coalition performs client eligibility determinations for applicants who apply for services. The Coalition then authorizes placement of children of eligible families into appropriate school readiness settings and provide consumer education and referral services.

The Coalition reviews and processes all required invoices for payments to school readiness providers once the provider has submitted all needed documentation. The Coalition also monitors childcare provider locations and provides technical assistance to school readiness providers to help them develop effective programs. Some services may be provided by other public or private agencies under contract to the Coalition but responsibility for management oversight of these services remains with the Coalition.

Specific tasks provided for through this funding include:

- Placement of more than 1,275 children per month in early learning and child care arrangements.
- Development of assessment of children placed in care through this funding, identification of developmental delays and provision of appropriate referrals for help with these delays.
- Education of parents of each child placed in early learning and child care programs through county funding about the importance of selecting quality early learning programs, and the quality indicators they can use to select the best arrangement for their child.
- Provision of referrals for early learning and child care programs for each parent receiving assistance.
- Implementation of needs assessments for every parent with a child placed in care through county funds.
- Assistance to parents in meeting unmet needs through Early Learning Coalition of Escambia County programs, First Call for Help, and referrals to other community resources.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND UNITED WAY OF ESCAMBIA COUNTY, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2013 by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and United Way of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 West Government Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0651076 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing community information and referral services; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of $33,250.00 to conduct the program generally described as:

211 Program for Escambia County

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of $33,250.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

UNITED WAY OF ESCAMBIA COUNTY, INC.

By: _____

Title: _____

Attest:

_____
Secretary

This document approved as to form and legal sufficiency.

By _____

Title ACA

Date 9/18/13

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION United Way of Escambia County, Inc.

	APPROVED BUDGET
SALARIES AND BENEFITS	$ 33,250.00
SUPPLIES	$
TRAVEL	$
UTILITIES	$
EQUIPMENT (Unit Cost $1,000 or more)	$

OTHER RECURRING COSTS:

	$
	$
	$

TOTAL OTHER RECURRING COSTS	$

OTHER NON-RECURRING COSTS

	$
	$
	$
	$

TOTAL OTHER NON-RECURRING COSTS	$
GRAND TOTAL	$ 33,250.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

United Way of Escambia County will provide community information and referral services to Escambia County citizens through the 211 Program for Escambia County.

The 211 Program is a comprehensive community information and referral service available to every county resident at no charge, 8 am to 5 pm, Monday through Friday.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND PENSACOLA'S PROMISE, INC., D/B/A CHAIN REACTION

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola's Promise, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 East Gadsden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 20-5966578 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by matching community resources with identified needs so that all of Escambia County's children have an ongoing relationship with a caring adult, safe places and structured activities during out of school hours, a healthy start, a marketable skill through effective education, and opportunities to give back through community service; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of $19,000.00 to conduct the program generally described as:

Pensacola's Promise, Inc., d/b/a Chain Reaction

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of $19,000.00 for the program of activity payable semi-annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

PENSACOLA'S PROMISE, INC., d/b/a Chain Reaction

By: _____

Title: _____

Attest:

_____
Secretary

This document approved as to form and legal sufficiency.

By _____

Title ACA

Date 9/18/13

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola's Promise, Inc., d/b/a Chain Reaction

	APPROVED BUDGET
SALARIES AND BENEFITS	$ 19,000.00
SUPPLIES	$
TRAVEL	$
UTILITIES	$
EQUIPMENT (Unit Cost $1,000 or more)	$

OTHER RECURRING COSTS:

	$
	$
	$
	$

TOTAL OTHER RECURRING COSTS ..... $

OTHER NON-RECURRING COSTS

	$
	$
	$
	$

TOTAL OTHER NON-RECURRING COSTS ..... $

GRAND TOTAL ..... $ 19,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Pensacola's Promise, Inc., d/b/a Chain Reaction

Chain Reaction is the local teen volunteer center for 13-18 year-olds; we are teen-directed, teen-driven, and teen-0rganized. Teenagers are not told what to do, but rather are asked what they think should be done. Chain Reaction empowers teens to change their world through volunteerism.

Chain Reaction unleashes the power of teens by creating a culture in which teens are given opportunities to positively impact their community. We will continue to grow Chain Reaction through increased leadership programs, volunteer opportunities, and civic action opportunities. Our goals for 2013-2014 are:

- 1,000 teens will volunteer in our community through Chain Reaction
- 70 non profit agencies will partner with Chain Reaction to complete 700 volunteer projects
- And 140,000 people will be impacted through our volunteer efforts.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Wildlife Sanctuary of Northwest Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 105 North "S" Street, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-2222303 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides to the citizens of Escambia County a valuable and necessary program to protect the County's wildlife resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of $30,951.00 to conduct the program generally described as:

Wildlife Sanctuary of Northwest Florida, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013 and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of $30,951.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

By: _____

Title: _____

Attest:

_____
Secretary

This document approved as to form and legal sufficiency.

By _____

Title _____

Date 9/18/13

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Wildlife Sanctuary of Northwest Florida, Inc.

		APPROVED BUDGET
SALARIES AND BENEFITS		$ 19,000.00
SUPPLIES		$
TRAVEL		$
UTILITIES		$
EQUIPMENT (Unit Cost $1,000 or more)		$
OTHER RECURRING COSTS:		
	$	
	$	
	$	
TOTAL OTHER RECURRING COSTS		$
OTHER NON-RECURRING COSTS		
Audit	$ 5,500.00	
Printing (to include newsletter, flyers, educational information etc.	$ 4,000.00	
Building Security	$ 180.00	
Facility Needs	$ 1,000.00	
Outdoor Exhibit Needs	$ 1,271.00	
TOTAL OTHER NON-RECURRING COSTS		$ 11,951.00
GRAND TOTAL		$ 30,951.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Wildlife Sanctuary of Northwest Florida, Inc.

The Wildlife Sanctuary of Northwest Florida provides information, tours, presentations and a quarterly publication to the public. Through these services school children, senior citizens, physically and mentally challenged associations, church groups and the general public learn about their impact on Florida's wildlife so that they may make informed choices about how their everyday behavior affects the environment.

The mission of the Wildlife Sanctuary is to provide a safe haven for injured and orphaned wildlife, provide rehabilitation and release when possible and to foster public awareness and appreciation of wildlife. This is accomplished through the mobilization and direction of public, private and human resources to provide care, create natural habitats and promote wildlife preservation through education.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5017 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Approval of Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner:

A. Approve the State of Florida, County of Escambia, Agreement between Board of County Commissioners and District I Medical Examiner Andrea Minyard, MD, for Medical Examiner Services for Escambia County, Florida, effective for one year from October 1, 2013, through September 30, 2014, in the amount of $830,423, to be paid from the General Fund (001), Cost Center 410201;

B. Authorize the Chairman to sign the Agreement for Medical Examiner Services; and

C. Authorize the issuance of the necessary Purchase Order.

BACKGROUND:

The current agreement with the District I Medical Examiner expired on September 30, 1013. This new agreement will expire on September 30, 2014.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 General Fund (001) Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement has been reviewed and approved by the County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement and the necessary purchase order.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

MedicalExaminerAgreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS AND DISTRICT I MEDICAL EXAMINER ANDREA MINYARD, MD FOR MEDICAL EXAMINER SERVICES FOR ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made and entered into on this 1st day of October, 2013 by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Andrea Minyard, MD, District I Medical Examiner of the State of Florida, with administrative offices at 5151 North 9th Avenue, Pensacola, FL 32504 and a federal tax identification number of 54-2143487 (hereinafter referred to as the "Medical Examiner").

WITNESSETH:

WHEREAS, pursuant to Chapter 406, Florida Statutes, Andrea Minyard, MD, has been appointed District Medical Examiner by the Governor in and for Medical Examiner District I of the State of Florida; and

WHEREAS, Chapter 406, Florida Statutes, requires the Board of County Commissioners of each county within a Medical Examiner District to establish and to pay the reasonable salary, fees, and expenses of the Medical Examiner and associate medical examiners; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of Escambia County that the County enter into an Agreement with the Medical Examiner for the performance as an independent contractor of her statutory duties in Escambia County; and

WHEREAS, the County and Medical Examiner have agreed to execute this Agreement for the purposes of setting the terms and conditions of such employment as required under Section 406.06, Florida Statutes.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Recitals

1.1 The recitals and all statements contained herein are incorporated into and made a part of this Agreement.

1.2 All previous agreements entered into between the County and the Medical Examiner are hereby terminated and replaced by this Agreement.

ARTICLE 2
Scope of Services

2.1 The Medical Examiner shall provide the professional services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in complying with Chapter 406, Florida Statutes.

2.2 The Medical Examiner shall perform the services for Escambia County required of her by Florida law and the regulations of the Florida Department of Law Enforcement. She is authorized to appoint such associate medical examiners, investigators, and other staff personnel as are reasonably necessary to assist her in the performance of this Agreement; provided, however, during its term, she shall not engage more staff than provided for in the approved County budget for Fiscal Year 2013/2014 without first obtaining approval of the County.

2.3 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of medicine at the time such services are rendered, or in accordance with the State of Florida statutory standards, as applicable.

2.4 Such medical examiner services, generally, shall include those professional services performed pursuant to Chapter 406, Florida Statutes by a licensed pathologist, her employees, subcontractors, and any other services specifically included herein.

2.5 Medical Examiner District I is an independent special district created for the restricted purposes set out in Chapter 406, Florida Statutes, and the Medical Examiner is a district officer of the State of Florida.

2.6 The Medical Examiner as head of Medical Examiner District I, an agency of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for her negligent acts or omissions or tortuous acts and for those of the district's employees, authorized agents, or representatives which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Medical Examiner District I or the County to which sovereign immunity applies. Nothing herein shall be construed as consent by Medical Examiner District I or the County to be sued by third parties in any matter arising out of this Agreement.

2.7 The parties understand and agree that the Medical Examiner shall provide to the County the services required herein as an independent contractor and shall not be considered for any purpose an employee, agent, joint venturer, or partner of the County.

ARTICLE 3
Subcontractors

3.1 The County approves the use of subcontractors by the Medical Examiner. In the event the Medical Examiner, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates not presently employed her, the County may require the prior written approval before employment of such persons unless such personnel are already included in the current Medical Examiner District I budget.

ARTICLE 4
Term of the Contract and Time Requirements

4.1 This Agreement shall become effective October 1, 2013 and will remain in effect until terminated by the County pursuant to Article 8.1, or until expiration of the Agreement on September 30, 2014. It may be renewed by the parties subject to an annual appropriation of the Board of County Commissioners. The Medical Examiner shall promptly begin and shall diligently provide the professional services contemplated herein in accordance with the Scope of Services, provided in "Exhibit A".

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

4.3 Prior to beginning the performance of any services under this Agreement, the Medical Examiner must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5
Compensation and Method of Billing and Payment

5.1 **Compensation:** The County agrees to pay the Medical Examiner, as compensation for her professional services. As consideration for the services to be provided for herein, the County's compensation shall not exceed the County's approved annual budget for Medical Examiner services and all amendments thereto for Fiscal Year 2013/2014.

5.1.1 The annual budget for Fiscal Year 2013-2014 approved by County prior to any amendments is Eight Hundred, Thirty Thousand, Four Hundred, Twenty-Three and 00/100 dollars ($830,423.00).

5.1.2 The Medical Examiner shall comply with the spending limitations imposed by the annual budget as provided herein and authorized by the Escambia County Board of County Commissioners. If, however, extraordinary events should occur including, but not limited to, a man-made or natural mass casualty incident, which could not reasonably be contemplated at the time the annual budget was approved, the Medical Examiner may submit a budget amendment to the County for approval by the Escambia County Board of County Commissioners. The annual budget may only be amended upon mutual written agreement of the Parties.

5.2 **Compensation Schedule:** The compensation schedule, as used herein, shall mean the charges for those tasks performed by the Medical Examiner pursuant to Chapter 406, Florida Statutes.

5.2.1 Such compensation shall include the Medical Examiner's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine office overhead expenses, profit, and all other professional fees, costs, and expenses of every type.

5.3 **Method of Billing and Payment:**

(a) The Medical Examiner shall be paid monthly for budgeted salaries, fees, and expenses. However, any such payments shall not be made more frequently than once a month. The Medical Examiner shall submit monthly invoices with documentation of actual expenditures, with the exception of professional fees. Professional fees will be billed in twelve equal monthly installments of the appropriate budgeted amount. Upon review, the County shall pay all eligible salaries and expenses for that month. Any portion of the budgeted amount not used by the Medical Examiner shall be retained by the County at the end of the fiscal year, once final payment has been made for invoiced expenses.

(b) Payments for operating expenses shall be made monthly for properly incurred expenses as budgeted during that month; provided, however, that any monies

paid for legal services expenses shall be a portion of a discreet sum-certain annually budgeted expense amount and shall not entitle the Medical Examiner to additional payment beyond that stated amount. Under no circumstances is this section to be interpreted as to provide for an indemnification by the County for attorney fees or other legal costs incurred by the Medical Examiner.

(c) The County agrees that it shall pay the Medical Examiner within twenty (20) business days of receipt of the Medical Examiner's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

5.4 **Additional Services and Changes in the Scope of Services:** The County or the Medical Examiner may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the laws of the State of Florida and the policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.5 **Notices:**

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and notices to the Medical Examiner shall be sent to:

Andrea Minyard, MD
District Medical Examiner
Gulf Coast Autopsy Physicians, P.A.
P. O. Box 10981
Pensacola, FL 32524-0981

(d) Invoices to County shall be sent to: Notices to County shall be sent to:

Amy Lovoy, Director
Mgmt. & Budget Services Dept.
P. O. Box 1591
Pensacola, Florida 32591

George Touart
Interim County Administrator
P. O. Box 1591
Pensacola, Florida 32591

ARTICLE 6
Cooperation of the County

6.1 It shall be the obligation of the County to provide the Medical Examiner with all reasonably required resources pursuant to Chapter 406, Florida Statutes necessary to successfully carryout the duties of her office.

6.2 The County shall give prompt written notice to the Medical Examiner whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Medical Examiner's services, or any defect in the work of the Medical Examiner.

ARTICLE 7
Contractor's Responsibilities

7.1 The Medical Examiner shall not discriminate against any employee or applicant for employment because race, color, religion, sex, age, national origin, disability or martial status. The Medical Examiner shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Medical Examiner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the personnel officer setting forth the provisions of this equal opportunity clause.

7.2 The Medical Examiner and her employees, agents, and any subcontractors and their employees and agents shall be deemed to be independent contractors and not agents or employees of the County; shall not attain any rights or benefits under Escambia County Civil Service or retirement or health benefits of the State of Florida through the County or any other right generally afforded to County classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

ARTICLE 8
General Provisions

8.1 **Termination:**

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. The Medical Examiner shall be paid the pro rata share of her salary, fees, and expenses through the date of the termination of this Agreement.

8.3 **Records:**

(a) The Medical Examiner shall keep records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Agreement and for any expenses for which the Medical Examiner expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of salary, any fees, or expenses based upon such entries.

(b) The Medical Examiner 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 Chapter 119, Florida Statutes, as amended. In the event the Medical Examiner fails to abide by the provision of Chapter 119, the County may without prejudice to any right or remedy and after giving the Medical Examiner seven (7) days written notice, during which period the Medical Examiner still fails to allow access to such document, terminate the employment of the Medical Examiner. In such case, the Medical Examiner shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Medical Examiner (excluding monies owed the Medical Examiner for subcontractor work).

8.4 **Assignment:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Medical Examiner, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.5 **Insurance:** The Medical Examiner is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation and employers' liability with employers' liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-"rated with a minimum financial size of VII, according A.M. Best Key Rating Guide, Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairments coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Office of Management and Budget Post Office Box 1591, Pensacola,

Florida 32597-1591. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.6 Representative of County and Medical Examiner:

(a) It is recognized that questions in the day-to-day conduct of this contract will arise. The Contract Administrator, upon request by the Medical Examiner in writing, shall state the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

(b) The Medical Examiner shall inform the Contract Administrator in writing to whom matters involving the conduct of the Agreement shall be addressed.

8.7 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.8 Truth-in-Negotiation Certificate: The signing of this Agreement by the Medical Examiner shall act as the execution of a truth-in-negotiation certificate stating that salary rates and other costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.9 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.10 Gratuities: Neither the Medical Examiner nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Medical Examiner acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Medical Examiner, the Medical Examiner agrees to abide with such statutes.

8.11 Conflict of Interest: The Medical Examiner hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with her performance, which it believes that any officer, employee, or agent of the Medical Examiner now has or will have. The Medical Examiner shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that

such facts become known to the Medical Examiner. The Medical Examiner at all times shall perform her obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement.

8.12 **Survival**: All other provisions, which by their inherent character, sense, and contest are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

8.13 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

8.14 **Interpretation**: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words no otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Medical Examiner discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Medical Examiner shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

8.15 **Severability**: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

8.16 **Compliance with Laws**: The Medical Examiner shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Medical Examiner shall observe all laws, rules, and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

8.17 **Participation in Other Proceedings**: At the County's request, the Medical Examiner shall allow itself to be joined as a party in any legal proceeding that involved the County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

8.18 **Further Documents**: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

8.19 **No Waiver:** The failure of the Medical Examiner of the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by its duly authorized Chairman and Andrea Minyard, MD, Medical Examiner for Medical Examiner District I of the State of Florida.

COUNTY:

ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:_____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

_____
Deputy Clerk

BCC Approved:_____

(SEAL)

MEDICAL EXAMINER:

ANDREA MINYARD, MD, the duly appointed Medical Examiner for Medical Examiner District I of the State of Florida.

By:_____
Andrea Minyard, MD

_____
Witness

Date:_____

_____
Witness

This document approved as to form and legal sufficiency.

By_____

Title_____

Date 9/23/13

Exhibit "A"

SCOPE OF SERVICES

The Medical Examiner shall perform all the statutory duties set out in Chapter 406, Florida Statutes as the Medical Examiner for Escambia County.

The professional services provided to Escambia County by the Medical Examiner shall include, but are not limited to the following:

1. Performing medico-legal autopsies.
2. Performing medico-legal observations.
3. Performing medico-legal investigations.
4. Approving all cremation/burial-at-sea/scientific donation requests.
5. Examining selected death scenes.
6. Teaching law enforcement, emergency responders, and forensic science students.
7. Being available for consultation 24 hours/day, 7 days/week, including holidays.
8. Conducting monthly meetings for law enforcement and prosecutors when fully staffed.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5014 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Approval of Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of $40,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

The County makes payments in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

KeepPensacolaBeautiful

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND KEEP PENSACOLA BEAUTIFUL, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Keep Pensacola Beautiful, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 3303 North Davis Highway, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1863230 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves as a vital source of environmental action which preserves and protects the County's natural resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Solid Waste Management Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of $40,000.00 to conduct the program generally described as:

Keep Pensacola Beautiful, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013 and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of $40,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

KEEP PENSACOLA BEAUTIFUL, INC.

By: _____

Title: _____

Attest:

_____
Secretary

This document approved as to form and legal sufficiency.

By _____

Title _____

Date 9/18/13

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Keep Pensacola Beautiful, Inc.

		APPROVED BUDGET
SALARIES AND BENEFITS		$ 25,000.00
SUPPLIES		$
TRAVEL		$
UTILITIES		$
EQUIPMENT (Unit Cost $1,000 or more)		$
OTHER RECURRING COSTS:		
Rent	$ 9,360.00	
Vehicle Fuel	$ 5,640.00	
	$	
	$	
	$	
TOTAL OTHER RECURRING COSTS		$ 15,000.00
OTHER NON-RECURRING COSTS		
	$	
	$	
	$	
TOTAL OTHER NON-RECURRING COSTS		$
GRAND TOTAL		$ 40,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Keep Pensacola Beautiful, Inc.

- Beautification through free "Clunker Car and Appliance Removal" and "Adopt-A-Spot" programs.
- Write, publish and distribute our newsletter 3 times a year to approximately 4,000 residents in the County.
- Removes litter from Community streets, county parks, and various neighborhoods six mornings a week, utilizing Court Ordered Community Service volunteers.
- Assists neighborhood associations with cleanup projects by providing guidance, advice, resources, and labor (when possible).
- Coordinates the annual "Great American Cleanup" for the County. Event focuses on neighborhood cleanups, illegal dumpsite cleanups, recycling, and beautification projects.
- Assist the County's Community Redevelopment Agency in conducting weekly litter/debris site cleanup within the CRA designated areas.
- In conjunction with the Federation of Garden Clubs, we coordinate the annual Campus Pride competition and Clean & Green Cleanup Days schedule with Escambia County Schools.
- Coordinate with County's Code Enforcement Officers to assists the elderly, handicapped, etc.
- Manage the "Thumbs-Up" and "Proud Neighborhood" awards program, identifying area residences and businesses who exhibit real concern for their property's appearance through landscaping and maintenance.
- Beautification projects; tree giveaway in coordination with Florida Department of Forestry through grant.
- Coordinate with County schools in their plastic bottle recycling programs.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5013 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Approval of Interlocal Agreement between Escambia County and the City of Pensacola
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Interlocal Agreement between Escambia County and the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola Relating to the Fiscal Year 2013/2014 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of $150,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2013, through September 30, 2014;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

BACKGROUND:

Chapter 89-481, Laws of Florida, requires that the fiscal contribution of the City and County be established yearly by Interlocal Agreement. The City and County agree that the County shall contribute $150,000.00 and the City shall contribute $120,000.00 to the PEDC for Fiscal Year 2013/2014.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has reviewed the Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PEDC Interlocal

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FY 2013-2014 FUNDING OF PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by §§163.01, Florida Statutes et seq., to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2013-2014.

Article 2
Responsibilities of Parties

2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree that for FY 2013-2014, the County shall contribute to the PEDC the amount of One Hundred Fifty Thousand Dollars ($150,000.00), and the City shall contribute to the PEDC the amount of One Hundred Twenty Thousand Dollars ($120,000.00), and each shall reflect such contribution in their respective budgets.

2.2 This Agreement shall bind the parties beginning October 1, 2013, with respect to their respective PEDC FY 2013-2014 budgetary contributions. However, contributions for the FY 2014-2015 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.

2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.

2.4 This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provisions

3.1 Termination: This Agreement may be terminated by either party for cause or for convenience upon sixty (60) days written notice by the terminating party to the other party of such termination.

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the City shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY	**TO THE CITY**
County Administrator 221 Palafox Place Post Office Box 1591 Pensacola, FL 32597	City Administrator City of Pensacola 180 Governmental Center Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____ 2013, and the City of Pensacola, by and through its Mayor, duly authorized to execute same on the _____ day of _____ 2013.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/17/13

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:_____

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

BCC APPROVED:_____

By:_____

Deputy Clerk

(SEAL)

CITY:

The City of Pensacola, a Florida Municipal Corporation

ATTEST: Ericka Burnett
Clerk of the City
of Pensacola

By:_____

Ashton J. Hayward, III, Mayor

By:_____

Clerk

Date:_____

By:_____

City Attorney

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5002 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Issuance of Fiscal Year 2013/2014 Purchase Orders in Excess of $50,000
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2013/2014 Purchase Orders in Excess of $50,000 - Amy Lovoy - Management and Budget Services Department Director

That the Board for Fiscal Year 2013/2014 approve the issuance of individual Purchase Orders, based upon previously awarded annual requirements, as follows:

A. Northwest Florida Legal Services, Inc. - $124,688
Vendor Number: 141832
Legal Aid
Fund 115
Cost Center: 410802
Account Code: 58201

B. Warren Averett LLC - $211,706
Vendor Number: 230810
Audit Services
Fund 001
Cost Center: 140201/410701
Account Code: 53101

C. SMG - $342,838.32
Vendor Number: 190107
Bay Center Management Fee
Fund 409
Cost Center: 360401
Account Code: 53401

D. Florida Department of Health - $337,649
d/b/a Escambia County Health Department
Vendor Number: 051513
Health Services
Fund 001
Cost Center: 360301

Account Code: 58101

BACKGROUND:

These allocations are included in the Fiscal Year 2013/2014 Budget which was approved by the Board on September 24, 2013.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding $50,000.00

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4983 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Supplemental Budget Amendment #268/ Employee Raises and Jail Transition
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #268 for Employee Raises and Jail Transition - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #268, Internal Services Fund (501) and the General Fund (001), in the amount of $1,028,436 transferring funds from the Internal Services Fund to the General Fund to provide monies for the differential necessary to fund employee raises ($528,436) and to fund the estimate of the leave buy-downs for employees of the Detention System.

BACKGROUND:

The County has identified about $528,436 in cost increases as a result of the jail transition. Many of these costs will be incurred prior to the end of the fiscal year. In addition the Board will seek to buy-down certain leave balances held by employees of the detention system. Funding for these cost increases was to come from the monies set aside for employee raises in FY 14. This would have decreased the percentage COLA available to employees. To fully fund a 3% COLA increase funds will be taken from the health insurance rebate.

BUDGETARY IMPACT:

The County received $2,628194 in a health insurance rebate. Approximately $523,000 will remain after this budget amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

013sa268

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2013-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the County wishes to give certain raises for County employees and to pay certain leave buy-downs for Detention employees, and these costs will be funded from a health insurance rebate received in FY 13.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

General Fund	1
Internal Services Fund	501
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Transfer from the Internal Services Fund	1	381501	$1,028,436
Total			$1,028,436

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Reserves for Operating	001/110201	59805	$1,028,436
Reserves	501/150108	59801	($900,000)
Other Salaries & Wages	501/150108	51301	($128,436)
Transfers Out	501/110204	59101	$1,028,436
New Cost Center			
Function: 58000			
Activity: 58100			
Total			$1,028,436

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#268

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5033 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

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

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

A. Award Task Order-based Continuing Contracts to Bosso-Imhof Environmental Sciences, Inc., per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

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

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

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

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

BUDGETARY IMPACT:

[Funds to be budgeted for on an annual basis]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by Legal.

PERSONNEL:

The Scope of Work for this project was developed by the Office of Purchasing.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 “Consultants’ Competitive Negotiation Act”.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and contract signature the Office of Purchasing shall notify the departments. The Office of Purchasing shall work with departments in negotiating Task Orders.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5020 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Approval of Miscellaneous Appropriations Agreements
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriation Agreements for Fiscal Year 2013/2014 for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105:

1. African American Heritage Society, Inc. - $25,000; and

2. West Florida Historic Preservation, Inc. - $70,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment is support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/a

Attachments

13/144thCentAgreements

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND AFRICAN AMERICAN HERITAGE SOCIETY, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and African American Heritage Society, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 200 East Church Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 59-3022641 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital force of historical preservation and saves and protects the County's unique historical legacy; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2013/14(October 1 through September 30), the sum of $25,000.00 to conduct a program generally described as:

African American Heritage Society, Inc.

and more particularly set our in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of $25,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

AFRICAN AMERICAN HERITAGE SOCIETY, INC.

By: _____

Title: _____

Attest:

_____
Secretary

This document approved as to form and legal sufficiency.

By _____
Title ACA
Date 9/18/13

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION African American Heritage Society, Inc.

		APPROVED BUDGET
SALARIES AND BENEFITS		$ 15,000.00
SUPPLIES		$ 300.00
TRAVEL		$
UTILITIES		$ 1,500.00
EQUIPMENT (Unit Cost $1,000 or more)		$
OTHER RECURRING COSTS:		
Telephone/Internet	$ 1,500.00	
Postage/Bulk Mail	$ 500.00	
Printing	$ 500.00	
Landscape/Maintenance	$ 300.00	
TOTAL OTHER RECURRING COSTS		$ 2,800.00
OTHER NON-RECURRING COSTS		
Heritage Programs	$ 5,400.00	
TOTAL OTHER NON-RECURRING COSTS		$ 5,400.00
GRAND TOTAL		$ 25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

African-American Heritage Society Yearly Programs including participating in the Pensacola Film Festival; Florida Black Heritage Trail Documentary Series, and the Downtown Arts Gallery Night.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract. Appropriation payments for the $25,000.00 allocated for the documentary titled Belmont Devilliers: The Making of a Neighborhood will be reimbursed in accordance with the above requirements.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND WEST FLORIDA HISTORIC PRESERVATION, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and West Florida Historic Preservation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 120 Church Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 23-7009319 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2013/14(October 1 through September 30), the sum of $70,000.00 to conduct a program generally described as:

West Florida Historic Preservation, Inc.

and more particularly set our in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of $70,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

WEST FLORIDA HISTORIC PRESERVATION, INC.

By: _____

Title: _____

Attest:

_____
Secretary

This document approved as to form and legal sufficiency.

By _____

Title ACA

Date 9/18/13

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION West Florida Historic Preservation, Inc.

	APPROVED BUDGET
SALARIES AND BENEFITS	$
SUPPLIES	$ 16,500.00
TRAVEL	$
UTILITIES	$ 6,500.00
EQUIPMENT (Unit Cost $1,000 or more)	$

OTHER RECURRING COSTS:

Printing	$ 17,500.00
Advertising	$ 20,000.00
Photography	$ 500.00
Insurance	$ 9,000.00
	$

TOTAL OTHER RECURRING COSTS	$ 47,000.00

OTHER NON-RECURRING COSTS

	$
	$
	$

TOTAL OTHER NON-RECURRING COSTS	$
GRAND TOTAL	$ 70,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

West Florida Historic Preservation, Inc.

These funds assist in supporting the ongoing services provided to the County by the West Florida Historic Preservation, Inc. This includes historic preservation, changing exhibits, operation of Historic Pensacola Village, consultation with county staff and residents on preservation activities as well as research planning and grants. This funding demonstrates the county's contribution in response to UWF's appropriation of over $650,000/year.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4823 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Guidy Lane Roadway and Drainage Improvements, PD 12-13.060
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Guidy Lane Roadway and Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Panhandle Grading & Paving, Inc., for the Guidy Lane Roadway and Drainage Improvements, PD 12-13.060, in the amount of $1,243,669.50.

[Funding: Fund 352, LOST III, Cost Center 210104, Object Code 56301, Project #09EN0315, $250,572; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #12EN2055, $795,495; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2375, $197,602.50]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal on August 19, 2013. The Office of Purchasing received two responsive and responsible bids.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III Cost Center 210104 Object Code 56301 Project #09EN0315 $250,572.00,
Fund 352 LOST III Cost Center 210107 Object Code 56301 Project #12EN2055 $795,495.00 and
Fund 352 LOST III Cost Center 210107 Object Code 56301 Project #13EN2375 $197,602.50]

LEGAL CONSIDERATIONS/SIGN-OFF:

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, 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 distribute the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Guidy Lane Roadway and Drainage Improvements BID # PD 12-13.060								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 09/18/2013 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl .	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Panhandle Grading & Paving Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$1,243,669.50
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$1,250,553.93
BIDS OPENED BY:	Joe F. Pillitteri, Jr., Purchasing Coordinator DATE: 09/18/2013								
BIDS TABULATED BY:	Angie Holbrook, SOSA DATE: 09/18/2013								
BIDS WITNESSED BY:	Angie Holbrook, SOSA DATE: 09/18/2013								

CAR
DATE 10/3/2013

BOCC
DATE 10/3/2013

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Panhandle Grading & Paving, Inc. in the amount of $1,243,669.50.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted @ 9:30 a.m. CDT on 09/20/2013

PRN/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4954 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Ricoh Copier Lease for University of Florida/ Escambia County Extension
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ricoh Copier Lease for Escambia County Extension - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the University of South Florida Leasing Contract ITN#9-13-G, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Section 46-106, Multi-Year Lease and Lease Purchase Agreements, and Chapter 46, Section 46-44, Applications; exemptions, and the Ricoh Master Lease approved by the Board, March 3, 2009, and award a Purchase Order to Ricoh Americas Corporation, for a 60-month lease option for Escambia County Extension, as outlined in the pricing detail, in the amount of $172.33 per month, PD 12-13.064

[Funding: Fund 001, General Fund, Cost Center 221201, Object Code 54401]

BACKGROUND:

The current copier at Extension is a Konica Minolta Bizhub C350, Property Number 53392. The copier was acquired from County Administration back in Feb 2010. It was originally ordered in 2004 by IT for Facilities Management at a cost of $8,825. The cost per copy has gone up each year since 2010—current cost per copy for B/W is $.019030 and Color is $.131770. With the lease equipment, the cost per copy will be stabilized for the term of the 60-month lease—B/W at $.0075 and Color at $.0480. The equipment lease amount will be $172.33 per month. There is a projected net savings of approximately $4,400 over the course of the 60-month lease term.

BUDGETARY IMPACT:

[Funding: Fund 001 General Fund, Cost Center 221201, Object Code 54401]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual has reviewed the University of South Florida Lease, Master Agreement and Addendum from which we will piggyback.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Section 46-106, Multi-Year Leases and Lease Purchase Agreements, and Chapter 46-Section 49-6-44, Applications; Exemptions.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4879 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Acceptance of a Parcel of Real Property on East Olive Road from Interstate Pawn, Inc.
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property on East Olive Road from Interstate Pawn, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property located at 2800 East Olive Road from Interstate Pawn, Inc.:

A. Accept the donation of a parcel of real property, approximately 94.863 square feet, located at 2800 East Olive Road from Interstate Pawn, Inc., for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, 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 Warranty Deed as of the day of delivery of the Warranty Deed 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 road and drainage improvements along East Olive Road. Due to limited right-of-way on East Olive Road, design demonstrated a need for additional properties to facilitate the project. Interstate Pawn, Inc., owner of the property located at 2800 East Olive Road, has agreed to donate a portion of real property, approximately 94.863 square feet, to facilitate the road and drainage improvements 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 Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on August 20, 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

Warranty Deed

Parcel information

Map

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 17-1S-30-2101-003-119
East Olive Road Improvement Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 12th day of August, 2013, by and between **Interstate Pawn, Inc.**, whose address is 2800 Olive Road, Pensacola, Florida 32514 (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:

GRANTOR, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name JOHN A JACKSON
Witness _____
Print Name HARRY MAHN

Interstate Pawn, Inc.
By: _____
Michael Mahn
Title: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day of August, 2013, by Michael Mahn as President of Interstate Pawn, Inc. He is personally known to me, or ( ) has produced current _____ as identification.

(Notary Seal)

_____
Signature of Notary Public

Timothy Dailey
Printed Name of Notary Public

TIMOTHY R DAILEY
Notary Public - State of Florida
My Comm. Expires Aug 22, 2015
Commission # EE 124229

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Gene M. Valentino, Chairman

ATTEST: Palm Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Aug. 20, 2013

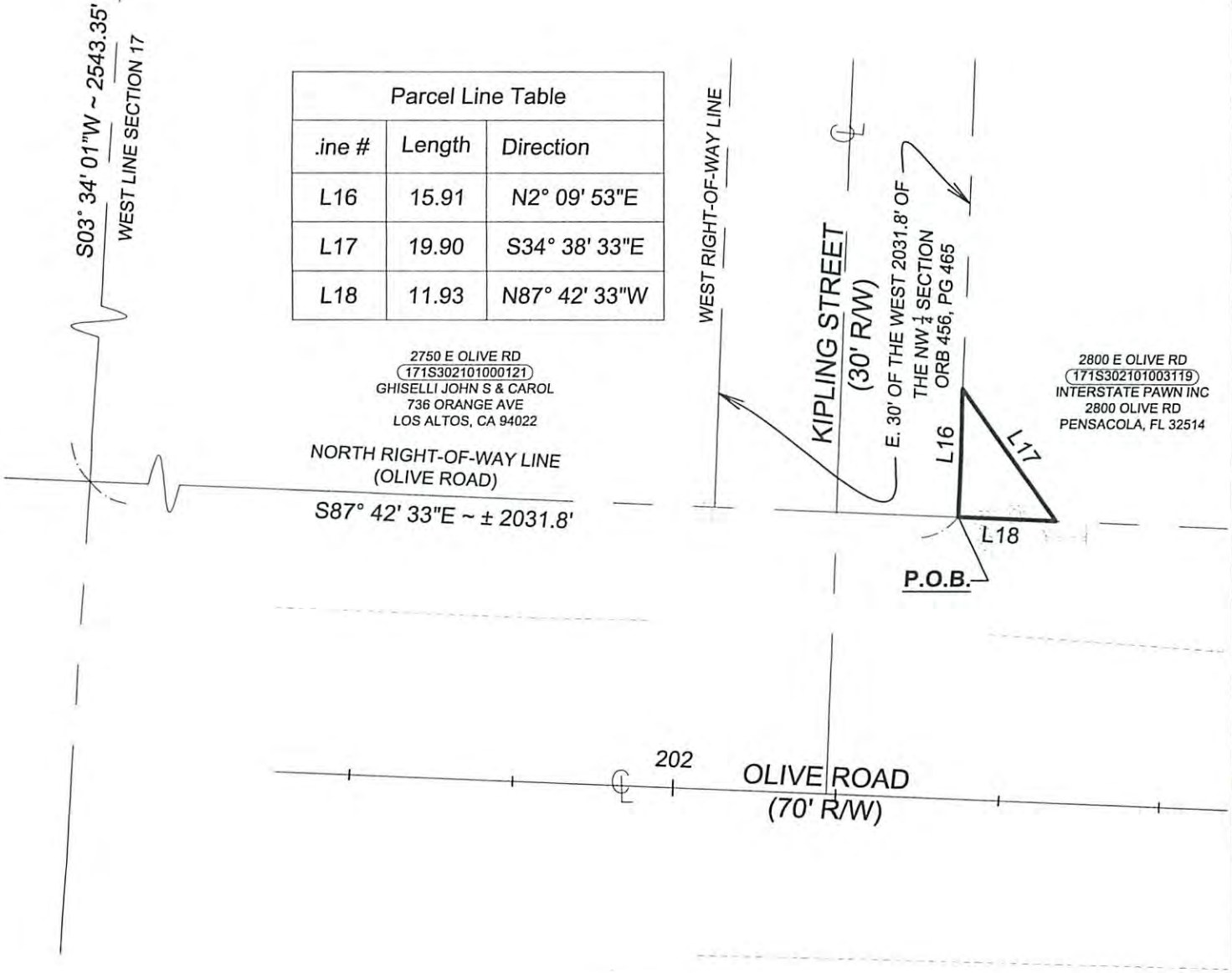
MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP AT KIPLING STREET EAST

P.O.C.
NORTHWEST CORNER
SECTION 17, TOWNSHIP 1 SOUTH,
RANGE 30 WEST

14	16
18	17

0 10' 20' 40'

Exhibit "A"



Parcel Line Table		
.ine #	Length	Direction
L16	15.91	N2° 09' 53"E
L17	19.90	S34° 38' 33"E
L18	11.93	N87° 42' 33"W

MAP OF DESCRIPTION

THIS IS NOT A SURVEY

SHEET 1 OF 2

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS

DATE: JUNE 2013 SCALE: 1"=20'

PROJECT #: 11-0367.000

DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE & RAISED SEAL.

7/2/13

JEFFREY R. LANCE
PROFESSIONAL SURVEYOR AND MAPPER #5657
STATE OF FLORIDA

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
Phone: (850) 638-1086
L.B. #2648
1096 Highway 90 ~ Chipley, Florida 32428

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP
AT KIPLING STREET EAST

Legal Description (Olive Road Corner Clip at Kipling Street East):

A parcel of land situate in Section 17, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Section 17 and proceed South 03° 34' 01" West, along the west line of Section 17, for a distance of 2543.35 feet to the intersection of said west line of Section 17 and the north right-of-way line of East Olive Road (State Road 290, 70 foot Right-of-Way); thence, departing said west section line, run South 87° 42' 33" East, along the north right-of-way line of East Olive Road, for a distance of 2031.8 feet, more or less, to the intersection of said north right-of-way line of East Olive Road with the east right-of-way line of Kipling Street (30 foot Right-of-Way) and the Point of Beginning; thence, departing said north right-of-way line, run North 02° 09' 53" East, along the aforesaid east right-of-way line of Kipling Street, for a distance of 15.91 feet; thence, departing said east right-of-way line, run South 34° 38' 33" East for a distance of 19.90 feet to a point on the aforesaid north right-of-way line of East Olive Road; thence run North 87° 42' 33" West, along said north right-of-way line of East Olive Road, for a distance of 11.93 feet to the intersection of said north right-of-way line of East Olive Road with the aforesaid east right-of-way line of Kipling Street and the Point of Beginning.

The above described parcel of land containing 94.863 square feet, more or less.

Surveyor's Notes:

1. Bearings shown hereon are based on the centerline of Olive Road (SR 290) per FDOT right-of-way map Section No. 4871-150, sheet 2 of 4, as re-established by FDOT, being South 87° 42' 33" East, a grid bearing.
2. No instruments of record reflecting ownership or encumbrances have been provided, except as noted, nor did this Surveyor abstract these lands.
3. This property may be subject to encumbrances, easements, and restrictions, if any, of public record.
4. Additions or deletions to this Map of Description by other than the signing party is prohibited without written consent of the signing party.

Legend & Abbreviations:

P.O.B.	Point of Begninning
P.O.C.	Point of Commencement
R/W	Right-of-Way
ORB	Official Records Book
PG	Page

SKETCH ON SHEET 1 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS

DATE: JUNE 2013 SCALE: N/A

PROJECT #: 11-0367.000

DESIGN: BLW CHECKED: JRL

DATE	REVISIONS

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
Phone: (850) 638-1086
L.B. #2648
1096 Highway 90 ~ Chipley, Florida 32428

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference: 171S302101003119
Account: 022356200
Owners: INTERSTATE PAWN INC
Mail: 2800 OLIVE RD
PENSACOLA, FL 32514
Situs: 2800 E OLIVE RD 32514
Use Code: STORE, 1 STORY
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$79,942
Land:	$29,822
Total:	$109,764
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/12/2007	6262	1779	$162,500	WD	View Instr
12/05/2007	6262	1775	$100	TR	View Instr
11/2006	6041	886	$100	CJ	View Instr
08/2006	5965	807	$100	CJ	View Instr
02/2002	4855	702	$122,500	WD	View Instr
02/2002	4855	699	$105,000	WD	View Instr
03/1998	4237	1832	$105,000	SC	View Instr
11/1995	3870	546	$91,100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

None

Legal Description

BEG AT SE COR OF NW 1/4 W ALG S LI OF NW 1/4 473 2/10 FT N & PARL TO E LI OF NW 1/4 25 FT TO POB...

Extra Features

6' CHAINLINK FENCE
6' WOOD FENCE
ASPHALT PAVEMENT
CARPORT
METAL BUILDING

Parcel Information

Launch Interactive Map

Section Map Id:
17-1S-30-1

Approx. Acreage:
0.3600

Zoned:
C-2

Evacuation & Flood Information
Open Report

10
203.96
130.8
120
66
KIPLING ST
196.2
E OLIVE RD

ACQUISITION OF PROPERTY FOR EAST OLIVE ROAD DRAINAGE PROJECT

ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
SSW 09/3/13 DISTRICT 4

Interstate Pawn, Inc/ Parcel 17-1S-30-2101-003-119

Acquisition area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4964 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Grant Conservation Easement to Northwest Florida Water Management District for the Brookhollow Drainage Project
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Granting a Conservation Easement to Northwest Florida Water Management District for the Brookhollow Subdivision Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning granting a Conservation Easement to Northwest Florida Water Management District for the Brookhollow Subdivision Drainage Project:

A. Approve the Conservation Easement between Escambia County and Northwest Florida Water Management District to permit wetland impacts associated with the Brookhollow Subdivision Drainage Project;

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

C. Authorize the Chairman to sign the Conservation Easement and any other documents associated with the granting of the conservation easement.

[Funds for incidental expenditures associated with the recording of documents are available in Engineering Escrow account accessed by the Escambia County Clerk's Office]

BACKGROUND:

Escambia County has a project in design to make improvements in the Brookhollow Subdivision area located off Ten Mile Road. Based on engineering design, the County has constructed a surface water management system, as permitted by the Northwest Florida Water Management District (in accordance with Environmental Resource Permit #1309), which includes water quality treatment and flood relief for the basin located within the Brookhollow Subdivision.

The permit associated with this project authorizes impacts to 0.6 acres of low-quality wetlands for construction of a stormwater detention pond on Ten Mile Road. Impacts to water resources are offset by improving the downstream watershed through stormwater treatment and attenuation via this new detention pond, and by enhancement and preservation of wetlands and

upland buffers within the Brookhollow Subdivision, on Eagle Terrace. This conservation easement is a condition of Environmental Resource Permit #1309, and will offset and reduce adverse impacts to water quality and natural resources including fish, wildlife, wetlands and other surface water areas.

BUDGETARY IMPACT:

Funds for incidental expenditures associated with the recording of documents are available in Engineering Escrow account accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Conservation Easement document was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on September 5, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's adopted Comprehensive Plan goal to "properly manage and conserve the important natural resources of the County…"

IMPLEMENTATION/COORDINATION:

Once the easement has been approved and executed by the Chairman, it will be recorded in the public records of Escambia County, Florida.

Attachments

Easement

parcel info

Map

Prepared by and after recording return to:

Chris Curb, Project Coordinator
Escambia County Engineering Division of Public Works
3363 West Park Place
Pensacola, FL 32526

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this _____ day of _____, 2013, by ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 ("Grantor"), in favor of the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 81 Water Management Drive, Havana, Florida 32333 ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term Grantee shall include any successor or assignee of the Grantee.

WITNESSETH

WHEREAS, Grantor owns certain real property in Escambia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as (the "Property");

WHEREAS, Grantor has constructed a surface water management system as permitted by the Grantee, in accordance with Environmental Resource Permit #1309, that includes water quality treatment and flood relief for the basin located in the Brookhollow subdivision, off of Ten Mile Road in Pensacola Florida within Escambia County, which is subject to the regulatory jurisdiction of the Chapter 373 of the Florida Statutes;

WHEREAS, Environmental Resource Permit #1309 authorized permanent impacts to 0.6 acres of low- quality wetlands for construction of a stormwater detention pond on Ten Mile Road. Impacts to water resources are offset by enhancement to the downstream watershed resulting from the added stormwater treatment and attenuation provided by the pond, and by enhancement and preservation of wetlands and upland buffer within the Brookhollow subdivision, on Eagle Terrace.

WHEREAS, Grantor grants this conservation easement, located on Eagle Terrace as described in Exhibit A, as a condition of Environmental Resource Permit #1309 issued by Grantee, to off-set or prevent adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions. Specifically, this conservation easement is intended to:

1. Offset impacts to wetlands and other surface waters;
2. Prevent cumulative impacts;
3. Prevent secondary impacts to the functions provided to fish, wildlife, and listed species by wetlands, and surface waters, and uplands;
4. Protect a mitigation area;
5. Ensure that the proposed project is clearly in the public interests.

WHEREAS, the U.S. Army Corps of Engineers (Corps) Permit No. SAJ-2012000221 (IP-HMM) (Corps Permit) authorizes certain activities in the waters of the United States and requires this conservation easement over the lands identified in Exhibit A as mitigation for such activities;

WHEREAS, the Corps is not authorized to hold conservations easements and the Grantee has agreed to hold the easement on behalf of the Army Corps;

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited unless otherwise allowed or required by the above-referenced regulatory permits:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing trimming or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Rights of the U.S. Army Corps of Engineers ("Corps"). The Corps, as a third party beneficiary, shall have the right to enforce the terms and conditions of the site

protection instrument, including:

(a) The right to take action to preserve and protect the environmental value of the Property;

(b) The right to prevent any activity on the Property that is inconsistent with the purpose of this instrument, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity;

(c) The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this instrument;

(d) The right to enforce this instrument by injunction or proceed at law or in equity to enforce the provisions of this instrument and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities herein set forth, and the right to require Grantor, or its successors and assigns, to restore such areas or features of the Property that may be damaged by unauthorized activities; and

(e) The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this instrument. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend such a conservation easement.

(f) The Corps shall be a party to any modification, alteration, release, or revocation of this conservation easement, and shall review and approve as necessary any

additional structures or activities that require approval.

6. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Escambia County, Florida, and shall re-record it at any time Grantee may require to preserve its rights. Grantor shall pay all costs necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties

hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Gene M. Valentino, Chairman

Date:_____

By:_____
Deputy Clerk
(SEAL)

BCC APPROVED:_____

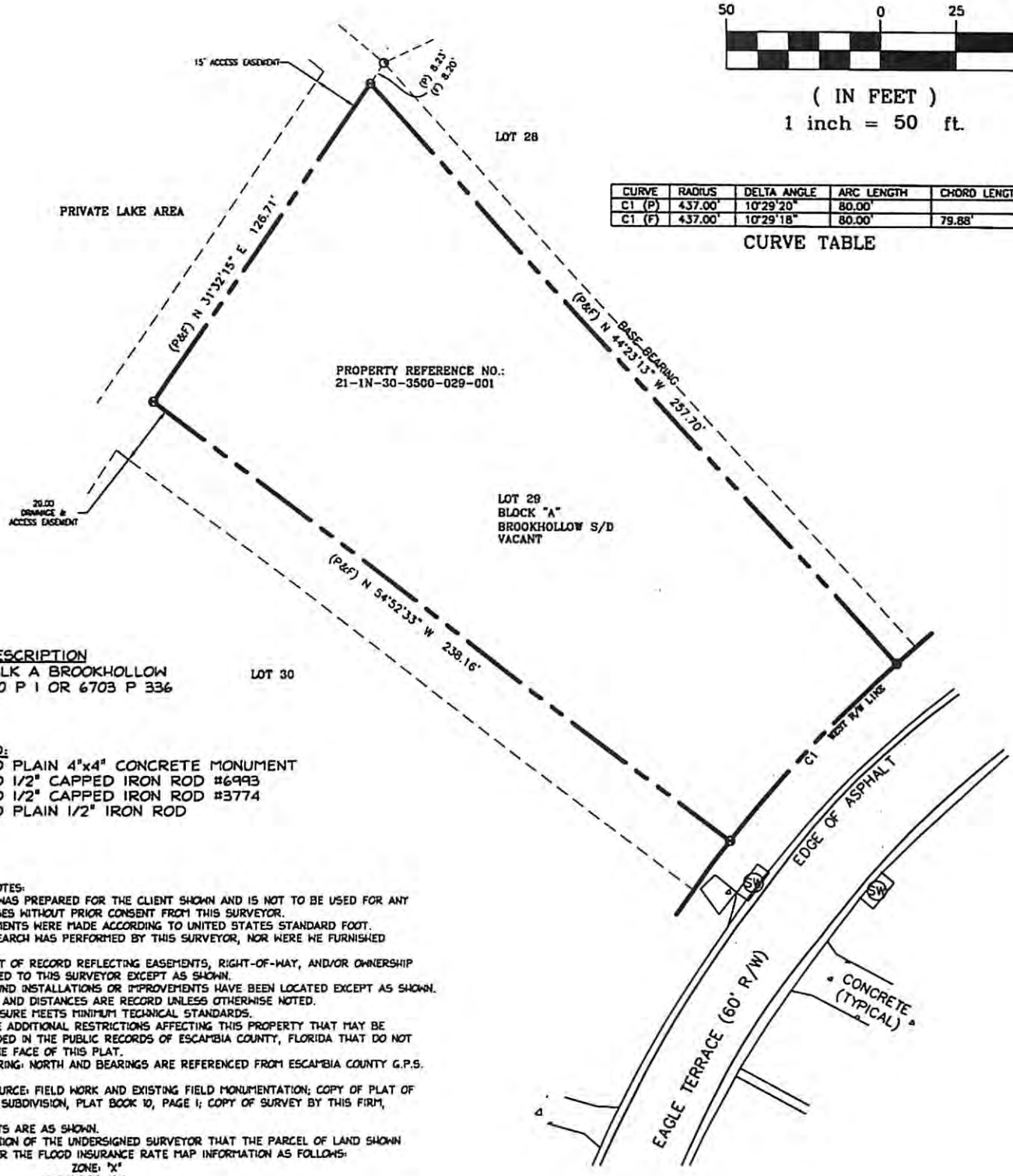
This document approved as a form and legal sufficiency.
By:_____
Title: Asst. County Attorney
Date: Sept. 5, 2013

EXHIBIT A

GRAPHIC SCALE

50 0 25 50

(IN FEET)
1 inch = 50 ft.



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH
C1 (P)	437.00'	10°29'20"	80.00'	
C1 (F)	437.00'	10°29'18"	80.00'	79.88'

CURVE TABLE

LEGAL DESCRIPTION
LOT 29 BLK A BROOKHOLLOW
S/D PB 10 P 1 OR 6703 P 336

LEGEND:
- ⊠ -FOUND PLAIN 4"x4" CONCRETE MONUMENT
- ◉ -FOUND 1/2" CAPPED IRON ROD #6993
- ◔ -FOUND 1/2" CAPPED IRON ROD #3774
- ● -FOUND PLAIN 1/2" IRON ROD

SURVEYORS NOTES:
- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
- NO TITLE RESEARCH HAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
- NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
- ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
- BASIS OF BEARING: NORTH AND BEARINGS ARE REFERENCED FROM ESCAMBIA COUNTY G.P.S. NETWORK
- REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF PLAT OF BROOKHOLLOW SUBDIVISION, PLAT BOOK 10, PAGE 1; COPY OF SURVEY BY THIS FIRM, JOB #10-15133.
- ENCROACHMENTS ARE AS SHOWN.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION AS FOLLOWS:

  ZONE: "X"
  ELEVATION: N/A
  PANEL NUMBER: 12033C 0295 G
  AS DATED: 09/29/06
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR K.J.M SURVEYING, INC., IS L.B. 7107.
- THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED FROM ESCAMBIA COUNTY G.P.S. NETWORK MONUMENT No. "ESC 4061", HAVING A PUBLISHED ELEVATION OF 117.04'. (NAVD 88).

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH "9" STREET
PENSACOLA, FLORIDA 32505
850 434 2603
850 434 2650 (FAX)
TOM@SELANDDESIGN.COM

LEGAL DESCRIPTION AND SKETCH FOR:
LOT 29, BLOCK A, BROOKHOLLOW S/D

PROJECT NO: 10-030
DRAWN BY: ARS

DATE: 5/8/12

ESCAMBIA COUNTY FLORIDA

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference:	211N303500029001
Account:	110565150
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1664 EAGLE TER 32533
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$0
Land:	$19,000
Total:	$19,000
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/25/2011	6703	336	$37,000	WD	View Instr
08/1999	4453	1150	$100	WD	View Instr
05/1999	4419	745	$100	WD	View Instr
10/1987	2467	198	$56,000	WD	View Instr
02/1987	2353	364	$172,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LT 29 BLK A BROOKHOLLOW S/D PB 10 P 1 OR 6703 P 336

Extra Features

None

Parcel Information

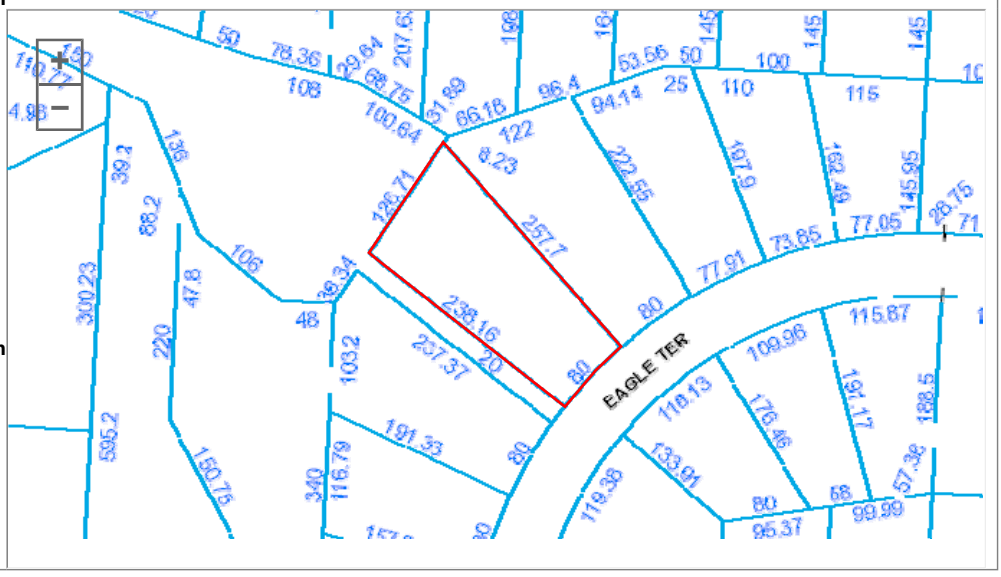
Launch Interactive Map

Section Map Id:
21-1N-30-2

Approx. Acreage:
0.5800

Zoned:
V-3

Evacuation & Flood Information
Open Report



BROOKHOLLOW S/D / CONSERVATION EASEMENT

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 09/10/13 DISTRICT 5

ESCAMBIA COUNTY/PARCEL 21-2N-30-3500-029-001

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4963 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Acquisition of Real Property Located at 3601 N. Pace Boulevard from Robina Mehmood
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 3601 North Pace Boulevard from Robina Mehmood - Joy D. Blackmon, P. E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase between Robina Mehmood and Escambia County, for the acquisition of real property located at 3601 North Pace Boulevard.

Board action of September 5, 2013, authorized staff to make an offer of $360,000 to the property owner located at 3601 North Pace Boulevard. The property owner has agreed to the purchase price and has executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

[Funding for this Project is available in Funding Source: Fund 352, "LOST III," Account 210107/56101/56301, Project No. 12EN1763]

BACKGROUND:

Escambia County has a long history of stormwater drainage problems in the Pace Boulevard/Herman Street/Delano Street area, including flooding of government and private facilities and damage to road and drainage infrastructure. The County is in the process of designing a project to reduce these drainage problems. One of the major obstacles in designing a functioning stormwater drainage system for this area is the lack of property for stormwater retention purposes.

Board action of September 5, 2013, authorized staff to make an offer of $360,000 to the property owner located at 3601 N. Pace Boulevard. The property owner has agreed to the purchase price and has executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, "LOST III," Account 210107/56101/56301, Project No. 12EN1763.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney, on September 11, 2013. The County Attorney's office will prepare the closing documents and will conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 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

Contract for Sale and Purchase
BCC Action 09-05-2013
Acquisition Checklist
Parcel Information
Aerial Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between ROBINA MEHMOOD, a married woman, whose address is 3904 Sun Valley Court, Milton, FL 32583 ("Seller," which term shall include the masculine and feminine, singular and plural), 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 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2013.

2. PURCHASE PRICE; PAYMENT. The purchase price is Three Hundred Sixty Thousand Dollars ($360,000.00), payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. REMOVAL OF STRUCTURES AND ALL ABOVE GROUND ITEMS. Seller shall have the option of removing the mobile home structure, utility awning structure and all above ground items including vehicles, fences, and various miscellaneous items on the Property prior to closing. The parties acknowledge that this option was requested by Seller for Seller's benefit. This option shall expire if Seller fails to remove the structures and all above ground items within 60 days from the Effective Date of this Contract. Upon closing, Seller shall relinquish any claim to or interest in the structures remaining on the Property. Removal of the structures and all above ground items shall be at Seller's sole expense. In connection with removing the structures and all above ground items, Seller shall also, at Seller's expense and to the reasonable satisfaction of the County, restore and grade the area consistent with surrounding area, disconnect and remove all electrical, telephone, and other utility service lines, and remove and cap below grade all exposed potable water and sanitary sewer piping. Disconnection, removal, and capping of all utility service lines shall be performed by an authorized agent of the utility service provider or a contractor licensed in the State of Florida to perform such services. Seller shall release, hold harmless, indemnify, and defend Escambia County and the Board of County Commissioners and their agents and employees from and against any and all claims, damages (including death or injury to person or to property), loss or expense, including attorney's fees, arising out of or resulting from the exercise or expiration of Seller's option to remove the structures and all above ground items on the Property.

5. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be

accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

6. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

7. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

8. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

9. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

10. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

11. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before one hundred twenty (120) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

12. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

13. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

14. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

15. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

16. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

17. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

18. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, 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 the Escambia County public health unit.

19. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

20. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505
WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLER:
Robina Mehmood
3904 Sun Valley Court
Milton, FL 32583

21. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

22. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

23. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 5 shall apply.

24. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

25. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

26. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

27. CONDEMNATION. Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

28. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Gene M. Valentino, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By SoWest
Title Asst County Attorney
Date Sept. 11, 2013

Witness

Angus Johnson

Print Name

Witness

Cheryl Kirby

Print Name

SELLER:

Robina Mehmood

ROBINA MEHMOOD

Date: 9/10/13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of Sept., 2013 by Robina Mehmood. She ( ) is personally known to me, (X) produced current Florida Drivers License as identification.

(Notary Seal)

A. Laurie Flanders

Signature of Notary Public

A. Laurie Flanders

Printed Name of Notary Public

A. LAURIE FLANDERS
Notary Public, State of Florida
Commission# EE 62954
My comm. expires Feb. 9, 2015

Legal Description for Warranty Deed
from Robina Mehmood
Parcel Reference Number: 09-2S-30-1100-001-173

Exhibit "A"

The East 90 feet of lot 173, all of lot 174 and the south half of 175, Hyer Place, a subdivision of lot 2 section 8, and of lots 11 and 16 of section 9, all in Township 2 south, range 30 west, according to map of C.H. Overman, civil engineer recorded in Plat Book 1 at Page 92 of the public records of Escambia County, Florida less and except the easterly 10 feet of the aforesaid south half of said lot 175, which is contained in the right-of-way of Pace Boulevard, which was formerly "O" Street.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Recommendation: That the Board exempt from the public bidding process and authorize the emergency purchase of, and issuance of any required purchase order for, uniforms and badges from Azar Uniforms, in the amount of $70,862, as outlined in the Escambia County *(Code)* of Ordinances Chapter 46, Article II, Section 46-93.

Approved 5-0

III. FOR DISCUSSION

1. Recommendation: That the Board, regarding the acquisition of a parcel of real property for stormwater retention purposes on Pace Boulevard, authorize staff to make an offer to Robina Mehmood, to purchase a parcel of real property (approximately 2.00 acres), located at 3601 North Pace Boulevard, for the purchase price of $335,000, which is the average of two appraisals acquired by staff, subject to completion of the due diligence process; the owner has 30 days to accept the offer in writing (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107/56101/56301, Project Number 12EN1763).

Approved 5-0, for the purchase price of $360,000

2. Recommendation: That the Board authorize staff to make an offer to White Cedar Gardens, Inc. (Donald S. Brantley, President), as to Parcel "A" (Olive Road parcel), and Donald S. and Robbie S. Brantley, as to Parcel "B" (Johnson Avenue parcel), to purchase Parcel "A" (approximately 3.05 acres) for the appraised value of $137,000, and Parcel "B" (approximately 0.41 acre) for the appraised value of $40,000, for a total of $177,000 for both parcels, for stormwater retention and roadway improvement purposes on Olive Road and Johnson Avenue, subject to completion of the due diligence process; the owners have 30 days to accept the offer in writing (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210109/56101/56301, Project Number 10EN0363).

Approved 5-0 to purchase Parcel "B" only, for the purchase price of $48,000

Speaker(s):

Donald S. "Don" Brantley

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 3601 N. Pace Blvd, 09-2S-30-1100-001-073

County Administrator (or designee) - Appraisals

Appraiser (1): Brantley & Associates
Date of appraisal: January 25, 2012
Appraised value: $420,000
Received by: J Cantrell
Comments:

Appraiser (2): G. Daniel Green
Date of appraisal: December 30, 2011
Appraised value: $250,000
Received by: J Cantrell
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: August 16, 2013
Received by: J Cantrell
Comments:

Date of Phase II: November 16, 2012
Received by: J Cantrell
Comments:

Facilities Management Department - Property Inspection

Inspected by: N/A – Building demolished prior to closing
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by: N/A
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLORADO
Date: 09-09-2013
Comments: REVIEWED CERTIFIED BOUNDARY SURVEY. DID NOT FIELD VERIFY.

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 LOST III 210107 / 54301 / 12901763
Verified by:
Date: 9-9-13
Comments: R Lambert

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

Sec. 46-139. Acquisition of real property by the county.

(1) Prior to the acquisition of real property by the county by purchase, lease, donation, or exchange, the county administrator or designee shall:

(a) Determine if the property is within the scope of the county's future space plan, and determine the impact on the future space plan.

(b) Determine the costs to the county of acquiring the property, as well as the costs related to maintaining the property, more specifically as described in this section.

(2) Procedures for acquisition of property are as follows:

(a) If the value of the property is less than $250,000.00, the county administrator or designee shall obtain at least one appraisal from a real estate appraiser licensed by the State of Florida. If the value of the property is $250,000 or more, the county administrator or designee shall obtain at least two appraisals. However, after obtaining the first appraisal, the Board may waive the requirement for a second appraisal and instead accept an appraisal review from a real estate appraiser that confirms the accuracy of the initial appraisal. Appraisals are not required for donations or acquisitions where the value of the consideration paid by the County is less than $20,000.

(b) An environmental site assessment, Phase I, and Phase II if indicated by the Phase I environmental site assessment, shall be obtained by the county, provided however, the county administrator may waive this requirement with the written concurrence of the neighborhood and environmental services division for reasons specifically stated.

(c) A physical inspection of the property must be completed by the facilities management department and risk management department with the utilities turned on, with a written report to the county administrator or designee on the HVAC, electrical, plumbing, fire suppression systems, available utilities, and communications systems, roof, general condition of the interior and exterior of any buildings, drainage, grounds maintenance, security, building code compliance, compliance with the American with Disabilities Act, and any other inspections deemed appropriate by the county administrator or designee.

(d) A survey or boundary map, as determined by the county administrator or designee, must be obtained and reviewed by the county engineering department.

(e) The office of management and budget shall provide verification of the funding source for the purchase or lease.

(f) The county administrator or designee shall evaluate the above reports and negotiate a purchase or lease price with the prospective seller. The county administrator may enter into an option contract to purchase or lease the property, subject to approval of a contract for sale and purchase or a lease by the board of county commissioners. The board of county commissioners will be under no obligation to exercise the option.

(g) If the negotiated purchase price of the property exceeds the average of the appraisal(s), the board of county commissioners is required to approve the purchase by an extraordinary vote (4/5).

(h) The county attorney's office shall prepare or review legal documents necessary to the negotiation and purchase or lease of the property. Title insurance is required for all purchases of $20,000.00 or more, unless the board of county commissioners determines otherwise. Title insurance may be obtained for purchases less than $20,000.00.

(3) Notwithstanding the provisions of this section, if the county is acquiring property by purchase or donation, and if the property is valued at less than $20,000.00, then the county administrator or designee shall negotiate the purchase price and terms, and may waive compliance with all or some of the procedures described in subsection (2), with the negotiated purchase or donation to be approved by the board of county commissioners.

(4) If the board of county commissioners determines that it is in the best interest of the county to negotiate for the purchase of a parcel of property confidentially, the county administrator or designee shall negotiate the proposed purchase pursuant to the terms of F.S. § 125.35(5); provided however, the requirements of subsections (1) and (2) of this section must be followed.

(Ord. No. 2002-31, §1, 7-18-2002; Ord. No. 2004-37, §1, 7-22-2004; Ord. No. 2006-74)

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference: 092S301100001173
Account: 052832000
Owners: MEHMOOD ROBINA
Mail: 3904 SUN VALLEY CT
MILTON, FL 32583
Situs: 3601 N PACE BLVD 32505
Use Code: AUTO SALE, REPAIR
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2012 Certified Roll Assessment

Improvements:	$3,505
Land:	$96,425
Total:	$99,930
Save Our Homes:	$0

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2003	5208	910	$50,000	QC	View Instr
12/2000	4646	2009	$124,900	WD	View Instr
09/1999	4463	332	$150,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2012 Certified Roll Exemptions

None

Legal Description

E 90 FT OF LT 173 ALL LT 174 AMD S1/2 OF LT 175 HYER PLACE PB 1 P 92 OR 4646/5208 P 2009/910...

Extra Features

6' CHAINLINK FENCE
ASPHALT PAVEMENT
MOBILE HOME
WOOD DECK

Parcel Information

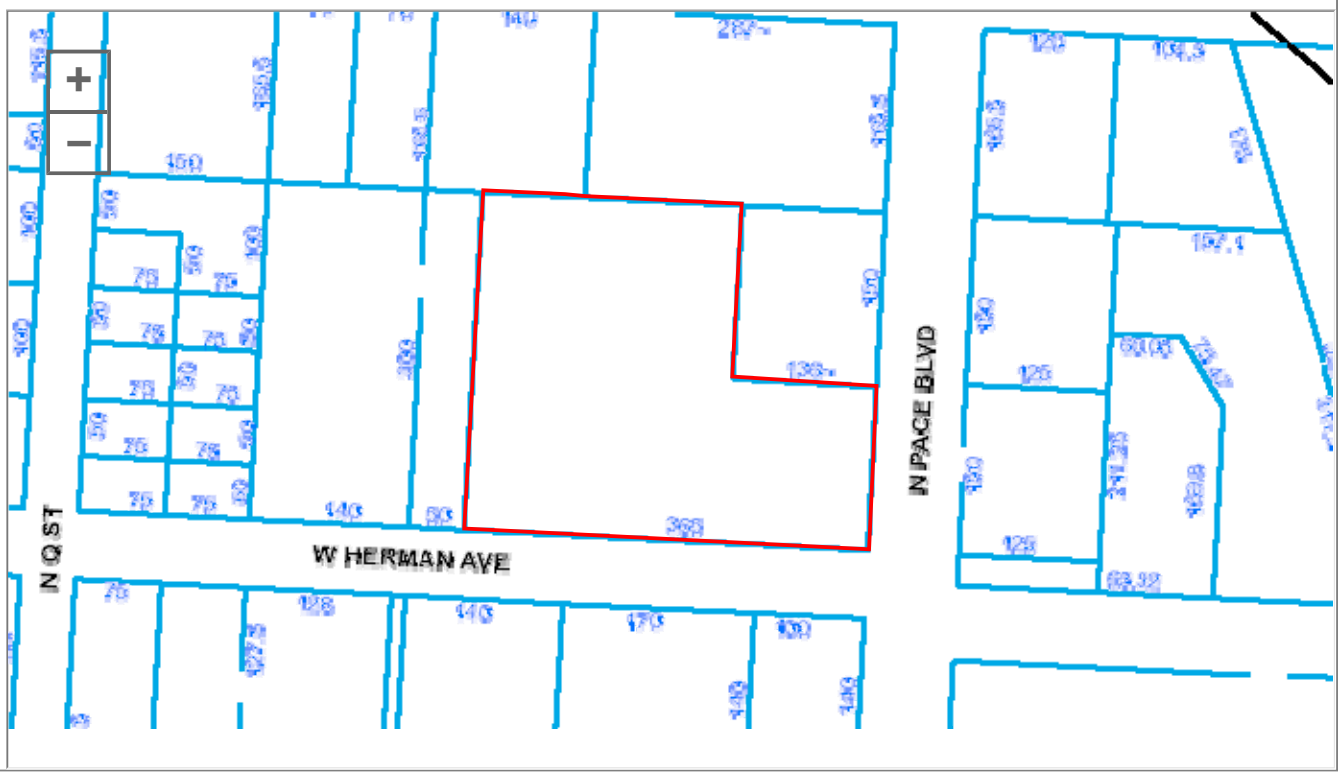
Launch Interactive Map

Section Map Id:
09-2S-30-4

Approx. Acreage:
2.0100

Zoned:
C-2

Evacuation & Flood Information
Open Report



Buildings
Images

6/2/03

6/13/12

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.

PROPERTY ACQUISITION, 3601 N. PACE BOULEVARD, ROBINA MEHMOOD

ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 06/29/13 DISTRICT 3

Owner: Robina Mehmood
3601 N. Pace Blvd.
Approximately 2.00 acres

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4961 **County Administrator's Report 12. 18.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Accept a Drainage and Access Easement from Mleaf Ventures, LLC and Maple Leaf Estates Owners Association, Inc.
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage and Access Easement from Mleaf Ventures, LLC, and Maple Leaf Estates Owners Association, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage and Access Easement from Mleaf Ventures, LLC, and Maple Leaf Estates Owners Association, Inc.:

A. Accept the donation of the Drainage and Access Easement from Mleaf Ventures, LLC, and Maple Leaf Estates Owners Association, Inc., for the Maple Leaf Estates Drainage Project;

B. Authorize the payment of documentary stamps, as the drainage and access easement is being donated for governmental use, which is for stormwater drainage and infrastructure, as the County benefits from the acceptance of this Drainage and Access 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 Drainage and Access Easement as of the day of delivery of the Drainage and Access 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 the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

Hummingbird Boulevard and Maple Leaf Estates Subdivision (a private subdivision located east of Music Lane and west of Hummingbird Boulevard) has a history of stormwater drainage issues. Escambia County has plans in design to construct drainage improvements to reduce stormwater and drainage concerns within this area. Design indicated the need for a drainage easement from Mleaf Ventures, LLC., the property owner lying north of Maple Leaf Estates Subdivision, and Maple Leaf Estates Owners Association, Inc. The property owners are willing to grant the drainage and access easement to the County in order to facilitate this drainage project.

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 Drainage and Access Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on September 5, 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

Drainage and Access Easement

Aerial Map

This document was prepared by:
Charles L. Hoffman, Jr.
Shell, Fleming, Dais & Menge
226 Palafox Place
9th Floor, Seville Tower
Pensacola, FL 32502

Maple Leaf - Hummingbird Drainage Project

DRAINAGE AND ACCESS EASEMENT

THIS DRAINAGE AND ACCESS EASEMENT is made and entered into this _____ day of _____, 2013, by and between Mleaf Ventures, LLC, a Florida limited liability company, whose mailing address is 9655 Beulah Road, Pensacola, FL 32526 ("Grantor") and Maple Leaf Estates Owners Association, Inc., whose address is 596 Maple Leaf Circle, Pensacola, FL 32514 ("Maple Leaf") and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, Escambia County, Florida whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Grantee").

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement and an ingress/egress easement across real property owned by Grantor as described as Easement 1 on attached Exhibit A ("Drainage Easement");

Whereas, the Grantee also desires to obtain an ingress/egress easement across certain real property owned by Grantor to reach the Drainage Easement across the real property described in Easement 2 of Exhibit A and the real property owned by Maple Leaf as described on Exhibit B ("Ingress/Egress Easement");

NOW, THEREFORE, in consideration of one dollar ($1.00), the promises contained herein and other good and valuable considerations, Grantor does hereby grant to Grantee, a permanent drainage and ingress/egress easement over the Drainage Easement for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the Drainage Easement area and the right to excavate, construct and maintain the Drainage Easement.

Grantor also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the Drainage Easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the Drainage Easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantor, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

Maple Leaf does hereby convey, transfer and deliver unto the Grantee a permanent non-exclusive Ingress/Egress Easement on the property as described on attached Exhibit "B" for the purpose of ingress and egress for the excavation, construction and maintenance of the Drainage Easement.

A 14 foot gate will be constructed, at the expense of Grantor, within 30 days from the execution of this document across the easement between the real property of Grantor and Maple Leaf. The gate will contain a lock system with keys held by Grantee, Maple Leaf, and Grantor.

TO HAVE AND TO HOLD said Drainage Easement and Ingress/Egress Easement upon the said Grantee, and its successors and assigns forever.

Grantor and Maple Leaf do hereby covenant with Grantee, only as to their respective parcel, that it is lawfully seized and possessed of their real properties as set forth above and that the Drainage Easement and the Ingress/Egress Easement (collectively "Easements") over the real property owned by each party is free from all encumbrances which would prohibit the Grantee from using the Easements as described above. Grantor and Maple Leaf hereby waive any right to compensation for Grantee's use of the Easements, except that Grantee shall repair any damage to the property of Maple Leaf caused by Grantee's use of the Ingress/Egress Easement.

Executed by the last party on the date set forth above.

Signed, sealed and delivered
in the presence of:

Mleaf Ventures, LLC, a Florida limited liability company

Witness Harriet Scarborough
Print Name Harriet Scarborough

By: Patricia A. Mills
Patricia A. Mills, Managing Member

Witness William C. Steen
Print Name William C. Steen

Witness Jeffrey T. Sauer
Print Name JEFFREY T. SAUER

Witness Deborah M. Pollock
Print Name Deborah M. Pollock

Maple Leaf Estates Owners Association, Inc

By: Dorothy L. Gabbert
Dorothy L. Gabbert, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of August, 2013, by Patricia A. Mills, Managing Member of Mleaf Ventures, LLC, a Florida limited liability company, on behalf of the company. She is personally known to me.

(Notary Seal)

Michelle Woody

Signature of Notary Public

Michelle Woody

Printed Name of Notary Public

My Commission Expires February 4, 2016

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8TH day of August, 2013, by Dorothy L. Gabbert, President of Maple Leaf Estates Owners Association, Inc., a Florida corporation, on behalf of the corporation. She (x) is personally known to me or ( ) produced a driver's license as identification.

(Notary Seal)

JEFFREY T. SAUER
MY COMMISSION # DD 914685
EXPIRES: August 14, 2013
Bonded Thru Budget Notary Services

Signature of Notary Public

JEFFREY T. SAUER

Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the _____day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Gene M. Valentino, Chairman

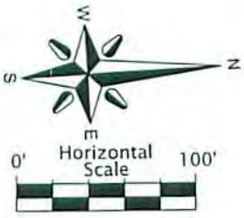
ATTEST: Pam Childers
Clerk of the Circuit Court

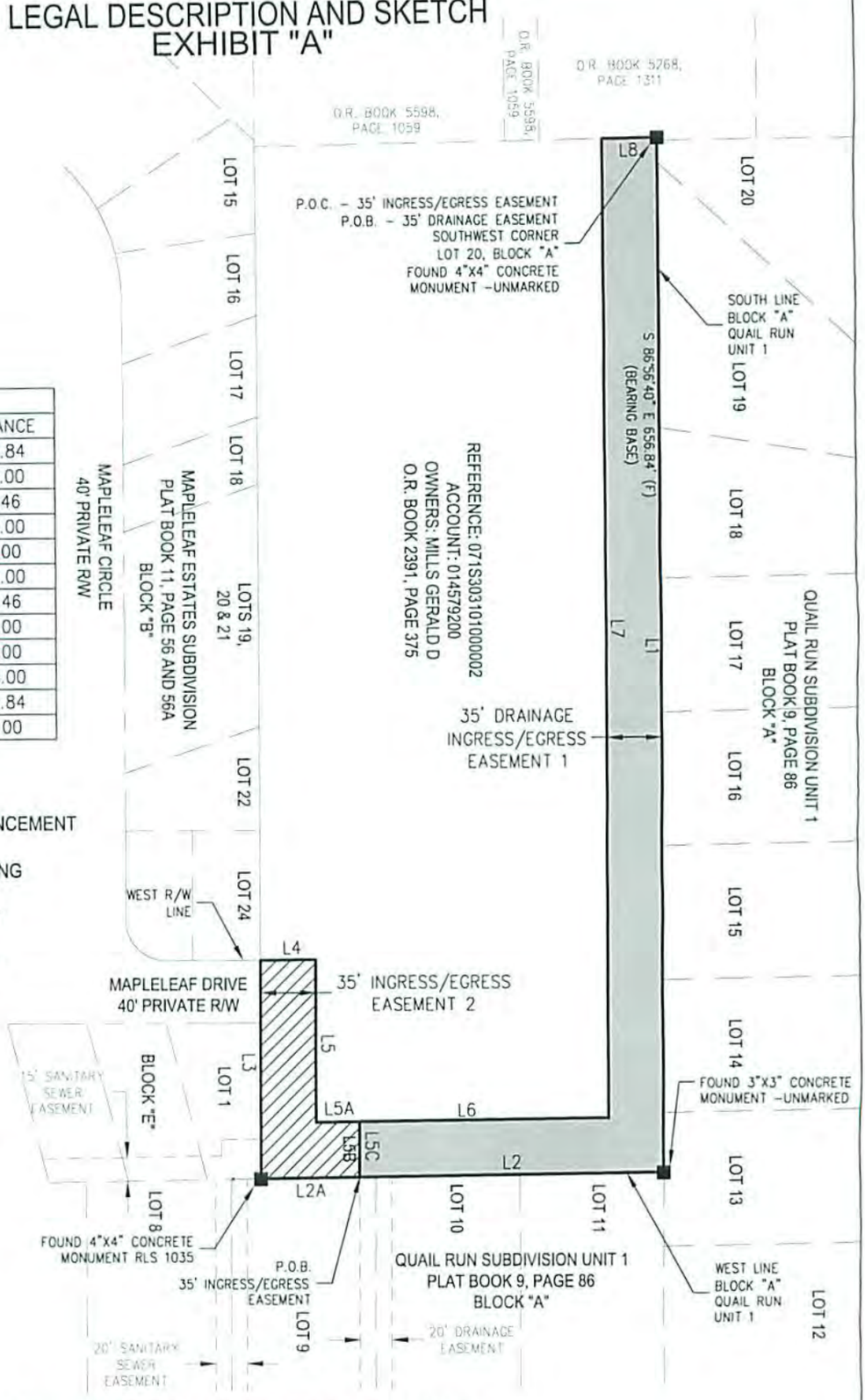
_____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Sept. 5, 2013

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°56'40"E	656.84
L2	S02°18'30"W	193.00
L2A	S02°18'30"W	62.46
L3	N86°56'40"W	139.00
L4	N02°18'30"E	35.00
L5	S86°56'40"E	104.00
L5A	N02°18'30"E	27.46
L5B	S86°56'40"E	35.00
L5C	N86°56'40"W	35.00
L6	N02°18'30"E	158.00
L7	N86°56'40"W	621.84
L8	N02°18'30"E	35.00

LEGEND

P.O.C. DENOTES POINT OF COMMENCEMENT

P.O.B. DENOTES POINT OF BEGINNING

(F) DENOTES FIELD MEASUREMENT

O.R. DENOTES OFFICIAL RECORDS

R/W DENOTES RIGHT-OF-WAY

DENOTES DRAINAGE EASEMENT 1 AREA

DENOTES INGRESS/EGRESS EASEMENT 2 AREA

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) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY PROPERTY APPRAISER'S MAPS; THE PLATS OF MAPLELEAF ESTATES SUBDIVISION PLAT BOOK 11, PAGE 56, QUAIL RUN SUBDIVISION UNIT 1 PLAT BOOK 9, PAGE 86 AS RECORDED IN THE PUBLIC REORDS OF ESCAMBIA COUNTY, FLORIDA; A PRELIMINARY PLAT OF FIRST ADDITION TO MAPLELEAF ESTATES PREPARED BY NICHOL ENGINEERING ASSOCIATES, INC. DATED AUGUST 1983, JOB NUMBER 82-419; AND EXISTING FIELD MONUMENTATION.
4) NORTH AND BEARINGS SHOWN HEREON WERE REFERENCED TO SOUTH 86°56'40" EAST ALONG THE SOUTH LINE OF BLOCK "A" QUAIL RUN SUBDIVISION UNIT 1 PLAT BOOK 9, PAGE 86, AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY,FLORIDA AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH LAMBERT, NORTH AMERICAN DATUM 83/90.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: JMK / CSR	Project No.: 20110113	
Survey Date: 12/05/2011	Drawing No. L-4923A	
Drawing Date: 12/14/2011	Field Book:505 Page:57-62	
Section, Township, Range:	7, T-1-S, R-30-W	
Type of Survey: Legal Description and Sketch		Sheet No. 1 of 2
Revisions:		Date:
Seperate Legals for D/E and Access		11/06/2012

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

R.S. Colocado

Date: 08/29/13

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 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 Statutes.

COLORADO, R.S. No. 6049 PROFESSIONAL SURVEYOR AND MAPPER

ESCAMBIA COUNTY FLORIDA

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description - Easement 1
35-foot wide Drainage and Ingress/Egress Easement
Property Reference Number 07-1S-30-3101-000-0002
November 9, 2012

A 35-foot wide drainage, ingress and egress easement over a parcel of land lying and being in Section 7, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 20, Block "A", Quail Run Unit 1 Subdivision as recorded in Plat Book 9 at page 86 of the public records of said County; thence proceed South 86°56'40" East along the South line of said Block "A" for a distance of 656.84 feet to the Northwest corner of Lot 11, Block "A" of said Subdivision; thence proceed South 02°18'30" West along the West line of said Block "A" for a distance of 193.00; thence departing said West line proceed North 86°56'40" West for 35.00 feet; thence proceed North 02°18'30" East for a distance of 158.00 feet; thence proceed North 86°56'40" West for a distance of 621.84 feet to the West line of that certain parcel of land as recorded in Official Records Book 2391 at page 375 of the public records of said County; thence proceed North 02°18'30" East along said West line for a distance of 35.00 to the Point of Beginning, containing 0.65 acres, more or less.

Legal Description - Easement 2
35-foot wide Ingress/Egress Easement
Property Reference Number 07-1S-30-3101-000-0002
November 9, 2012

A 35-foot wide ingress and egress easement over a parcel of land lying and being in Section 7, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 20, Block "A", Quail Run Unit 1 Subdivision as recorded in Plat Book 9 at page 86 of the public records of said County; thence proceed South 86°56'40" East along the South line of said Block "A" for a distance of 656.84 feet to the Northwest corner of Lot 11, Block "A" of said Subdivision; thence proceed South 02°18'30" West along the West line of said Block "A" for a distance of 193.00 feet for the Point of Beginning; thence continuing South 02°18'30" West along the West line of said Block "A" for a distance of 62.46 feet to the Northeast corner of Lot 1, Block "E", Mapleleaf Estates Subdivision as recorded in Plat Book 11 at pages 56 and 56A of the public records of said County; thence proceed North 86°56'40" West along the North line of said Subdivision for a distance of 139.00 feet to the West right-of-way line of Mapleleaf Road (40' Private R/W); thence departing said North line proceed North 02°18'30" East for a distance of 35.00 feet; thence proceed South 86°56'40" East for a distance of 104.00 feet; thence proceed North 02°18'30" East for a distance of 27.46 feet; thence proceed South 86°56'40" East for a distance of 35.00 feet to the Pont of Beginning, containing 0.13 acres, more or less.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: JMK / CSR	Project No.: 20110113	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 12/05/2011	Drawing No. L-4923A	
Drawing Date: 12/14/2011	Field Book:505 Page:57-62	
Section, Township, Range: 7, T-1-S, R-30-W		UNLESS ACCOMPANIED BY SHEET ONE THAT 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.
Type of Survey: Legal Description and Sketch	Sheet No. 2 of 2	
Revisions:	Date:	
Seperate Legals for D/E and Access	11/06/2012	

EXHIBIT B

All private roads set forth on the Plat of Mapleleaf Estates, a planned unit development, recorded in Plat Book 11, page 56 of the public records of Escambia County, Florida.

MAPLELEAF DRAINAGE PROJECT

.

ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 04/15/13 DISTRICT 5

Mleaf Ventures , LLC/Drainage Easements/Exhibit A

Mapleleaf Subdivision/Private ROW

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4951 **County Administrator's Report 12. 19.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Acceptance of a Parcel of Real Property on East Olive Road from Arthur J. and Kaja G. Nowicki
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property on East Olive Road from Arthur J. and Kaja G. Nowicki - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property located at 8101 Chapperal Drive, which is the northeast corner of the intersection of Caminitti Lane and East Olive Road from Arthur J. and Kaja G. Nowicki:

A. Accept the donation of a portion of real property, approximately 63.289 square feet, located at 8101 Chapperal Drive from Arthur J. and Kaja G. Nowicki, for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, 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 Warranty Deed as of the day of delivery of the Warranty Deed 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 road and drainage improvements along East Olive Road. Due to limited right-of-way in this area, it was determined that additional property would be required to facilitate the project. Arthur J. and Kaja G. Nowicki, owner of the property located at 8101 Chapperal Drive, have agreed to donate a portion of real property, approximately 63.289 square feet, to facilitate the road and drainage improvements for the 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 Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on August 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, 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

Warranty Deed

Parcel info

Map

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 17-1S-30-1300-001-001
East Olive Road Improvement Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 14 day of AUG, 2013, by and between Arthur J. Nowicki and Kaja G. Nowicki, husband and wife, whose address is 8101 Chapperal Dr, Pensacola, Florida 32514 (Grantors), 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:

GRANTORS, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenants with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

Witness Bernie W Manning
Print Name Bernie W Manning
Witness Judith Cantrell
Print Name Judith Cantrell

By: Arthur J Nowicki
Arthur J. Nowicki

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of August, 2013, by Arthur J. Nowicki. He is personally known to me, or ( ) has produced current Florida Driver License as identification.

(Notary Seal)

Signature of Notary Public

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

Printed Name of Notary Public

Witness
Print Name
Witness
Print Name

By:
Kaja G. Nowicki

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of August, 2013, by Kaja G. Nowicki. She is personally known to me, or ( ) has produced current Florida Driver License as identification.

(Notary Seal)

Signature of Notary Public

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

Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 20_____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Palm Childers
Clerk of the Circuit Court

Deputy Clerk

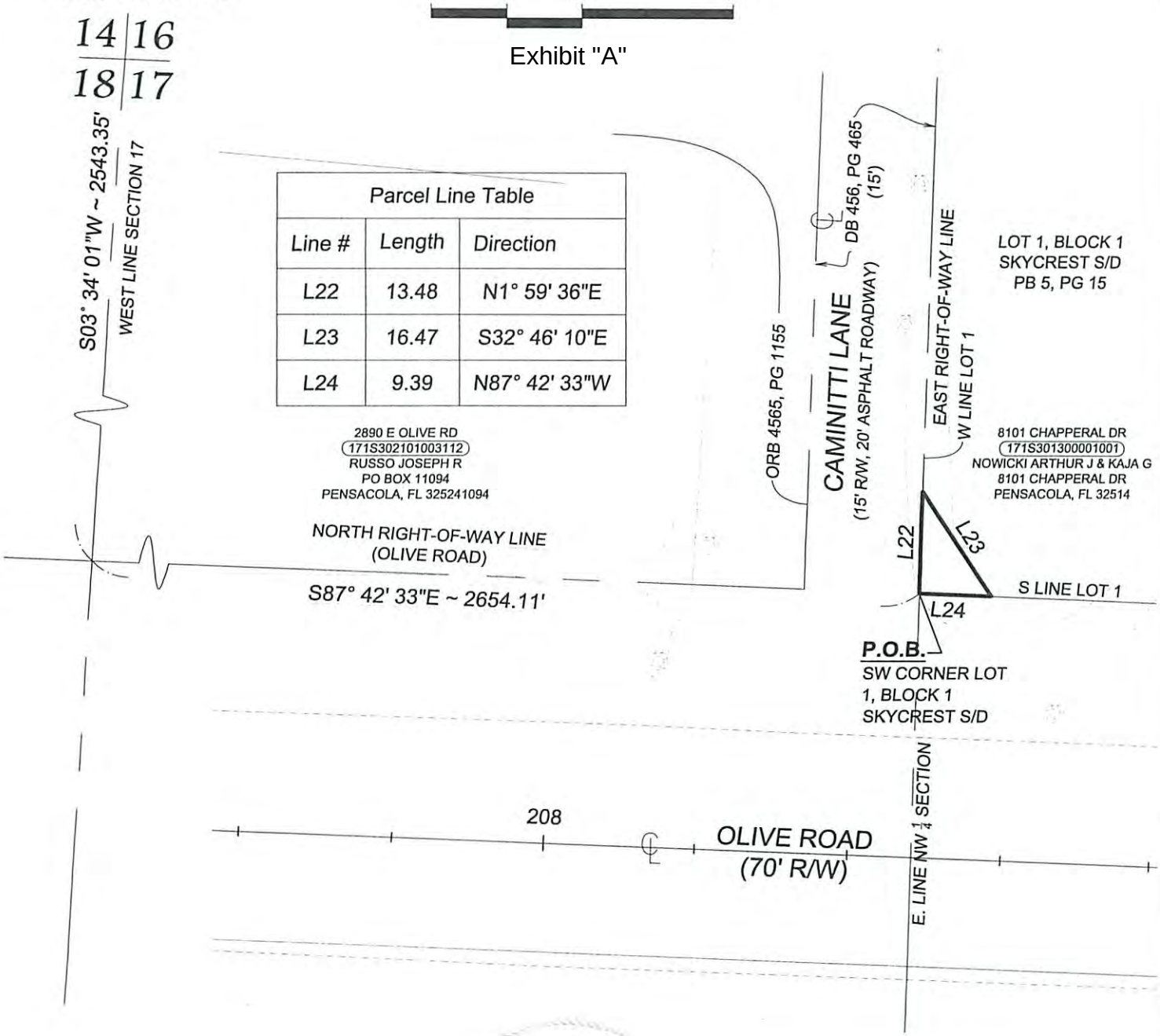
This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date Aug. 15, 2013

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP AT CAMINITTI LANE EAST

P.O.C.
NORTHWEST CORNER
SECTION 17, TOWNSHIP 1 SOUTH,
RANGE 30 WEST

0 10' 20' 40'

Exhibit "A"



Parcel Line Table		
Line #	Length	Direction
L22	13.48	N1° 59' 36"E
L23	16.47	S32° 46' 10"E
L24	9.39	N87° 42' 33"W

SHEET 1 OF 2

MAP OF DESCRIPTION
THIS IS NOT A SURVEY

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS

DATE: JUNE 2013 SCALE: 1"=20'

PROJECT #: 11-0367.000

DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE & RAISED SEAL.

Jeffrey R. Lance 7/2/13

JEFFREY R. LANCE
PROFESSIONAL SURVEYOR AND MAPPER #5657
STATE OF FLORIDA

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
Phone: (850) 638-1086
L.B. #2648
1096 Highway 90 ~ Chipley, Florida 32428

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP
AT CAMINITTI LANE EAST

Legal Description (Olive Road Corner Clip at Caminitti Lane East):

A parcel of land situate in Section 17, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Section 17 and proceed South 03° 34' 01" West, along the west line of Section 17, for a distance of 2543.35 feet to the intersection of said west line of Section 17 and the north right-of-way line of East Olive Road (State Road 290, 70 foot Right-of-Way); thence, departing said west section line, run South 87° 42' 33" East, along the north right-of-way line of East Olive Road, for a distance of 2654.11 feet to the intersection of said north right-of-way line of East Olive Road with the East Right-of-Way line of Caminitti Lane (15 foot right-of-way), also being the southwest corner of Lot 1, Block 1, Skycrest, according to the plat thereof recorded in Plat Book 5, Page 15 of the Public Records of Escambia County, Florida, and the Point of Beginning; thence, departing said north right-of-way line, run North 01° 59' 36" East, along said east right-of-way line of Caminitti Lane and west line of said Lot 1, for a distance of 13.48 feet; thence, departing said east right-of-way line, run South 32° 46' 10" East for a distance of 16.47 feet to a point on the aforesaid north right-of-way line of East Olive Road and south line of said Lot 1; thence run North 87° 42' 33" West, along said north right-of-way line of East Olive Road and south line of said Lot 1, for a distance of 9.39 feet to the Point of Beginning.

The above described parcel of land containing 63.289 square feet, more or less.

Surveyor's Notes:

1. Bearings shown hereon are based on the centerline of Olive Road (SR 290) per FDOT right-of-way map Section No. 4871-150, sheet 2 of 4, as re-established by FDOT, being South 87° 42' 33" East, a grid bearing.
2. No instruments of record reflecting ownership or encumbrances have been provided, except as noted, nor did this Surveyor abstract these lands.
3. This property may be subject to encumbrances, easements, and restrictions, if any, of public record.
4. Additions or deletions to this Map of Description by other than the signing party is prohibited without written consent of the signing party.

Legend & Abbreviations:

P.O.B.	Point of Begninning
P.O.C.	Point of Commencement
R/W	Right-of-Way
DB	Deed Book
PB	Plat Book
Pg	Page
ORB	Official Records Book
S/D	Subdivision

SKETCH ON SHEET 1 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS

DATE: JUNE 2013 SCALE: N/A

PROJECT #: 11-0367.000

DESIGN: BLW CHECKED: JRL

DATE	REVISIONS

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
Phone: (850) 638-1086
L.B. #2648
1096 Highway 90 ~ Chipley, Florida 32428

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference: 171S301300001001
Account: 022141000
Owners: NOWICKI ARTHUR J & KAJA G
Mail: 8101 CHAPPERAL DR
PENSACOLA, FL 32514
Situs: 8101 CHAPPERAL DR 32514
Use Code: SINGLE FAMILY RESID
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$43,240
Land:	$17,100
Total:	$60,340
Save Our Homes:	$54,599

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1968	389	997	$15,300	WD	View Instr
01/1967	360	339	$2,400	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

HOMESTEAD EXEMPTION,VETERANS

Legal Description

LT 1 BLK 1 SKY CREST PB 5 P 15 OR 389 P 997

Extra Features

METAL BUILDING

Parcel Information

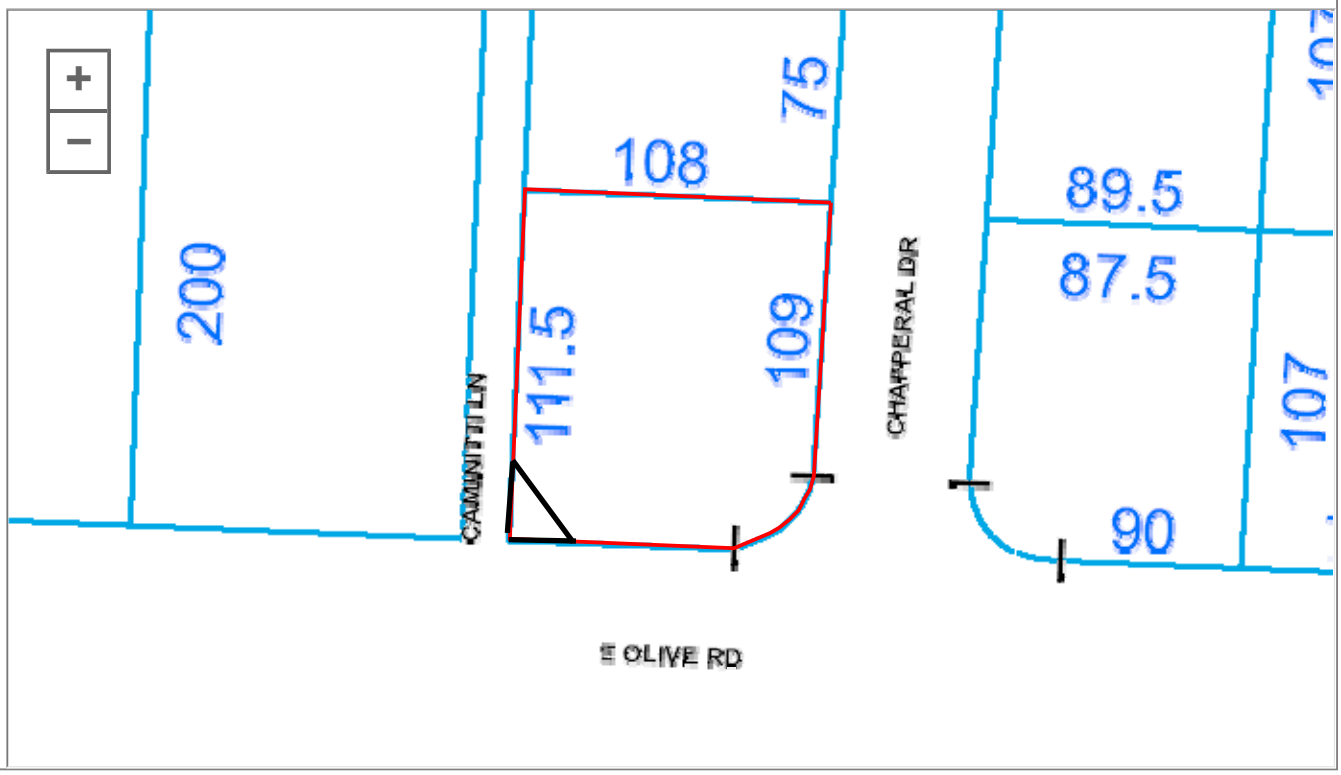
Launch Interactive Map

Section Map Id: 17-1S-30-1

Approx. Acreage: 0.2400

Zoned: R-2

Evacuation & Flood Information Open Report



ACQUISITION OF PROPERTY FOR EAST OLIVE ROAD DRAINAGE PROJECT

ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
SSW 09/3/13 DISTRICT 4

Arthur and Kaja Nowicki/ Parcel 17-1S-30-1300-001-001

Acquisition area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4950 **County Administrator's Report 12. 20.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Acceptance of a Parcel of Real Property on East Olive Road from David L. and Janet L. Jennings
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property on East Olive Road from David L. and Janet L. Jennings - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property located at 2277 East Olive Road, from David L. and Janet L. Jennings:

A. Accept the donation of a parcel of real property, approximately 98.245 square feet, located 2277 East Olive Road from David L. and Janet L. Jennings, for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, 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 Warranty Deed as of the day of delivery of the Warranty Deed 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 road and drainage improvements along East Olive Road. Due to limited right-of-way in this area, it was determined that additional property would be required to facilitate the project. David L. and Janet L. Jennings, owner of the property located at 2277 East Olive Road, have agreed to donate a portion of real property, approximately 98.245 square feet, to facilitate the road and drainage improvements for the 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 Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on August 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, 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

Warranty Deed

Parcel info

Map

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 18-1S-30-5201-000-002
East Olive Road Improvement Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 14th day of August, 2013, by and between David L. Jennings and Janet L. Jennings, husband and wife, whose address is 2277 East Olive Road, Pensacola, Florida 32514 (Grantors), 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:

GRANTORS, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenants with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

Witness Bernie W Manning
Print Name Bernie W Manning
Witness Judith Cantrell
Print Name Judith Cantrell

By: David L Jennings
David L. Jennings

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of August, 2013, by David L. Jennings. He is personally known to me, or ( ) has produced current Florida Driver License as identification.

(Notary Seal)

Signature of Notary Public

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

Bernie W Manning
Printed Name of Notary Public

Witness
Print Name Bernie W Manning
Witness Judith Cantrell
Print Name Judith Cantrell

By:
Janet L. Jennings

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of August, 2013, by Janet L. Jennings. She is personally known to me, or ( ) has produced current Florida Driver License as identification.

(Notary Seal)

Signature of Notary Public

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

Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 20_____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

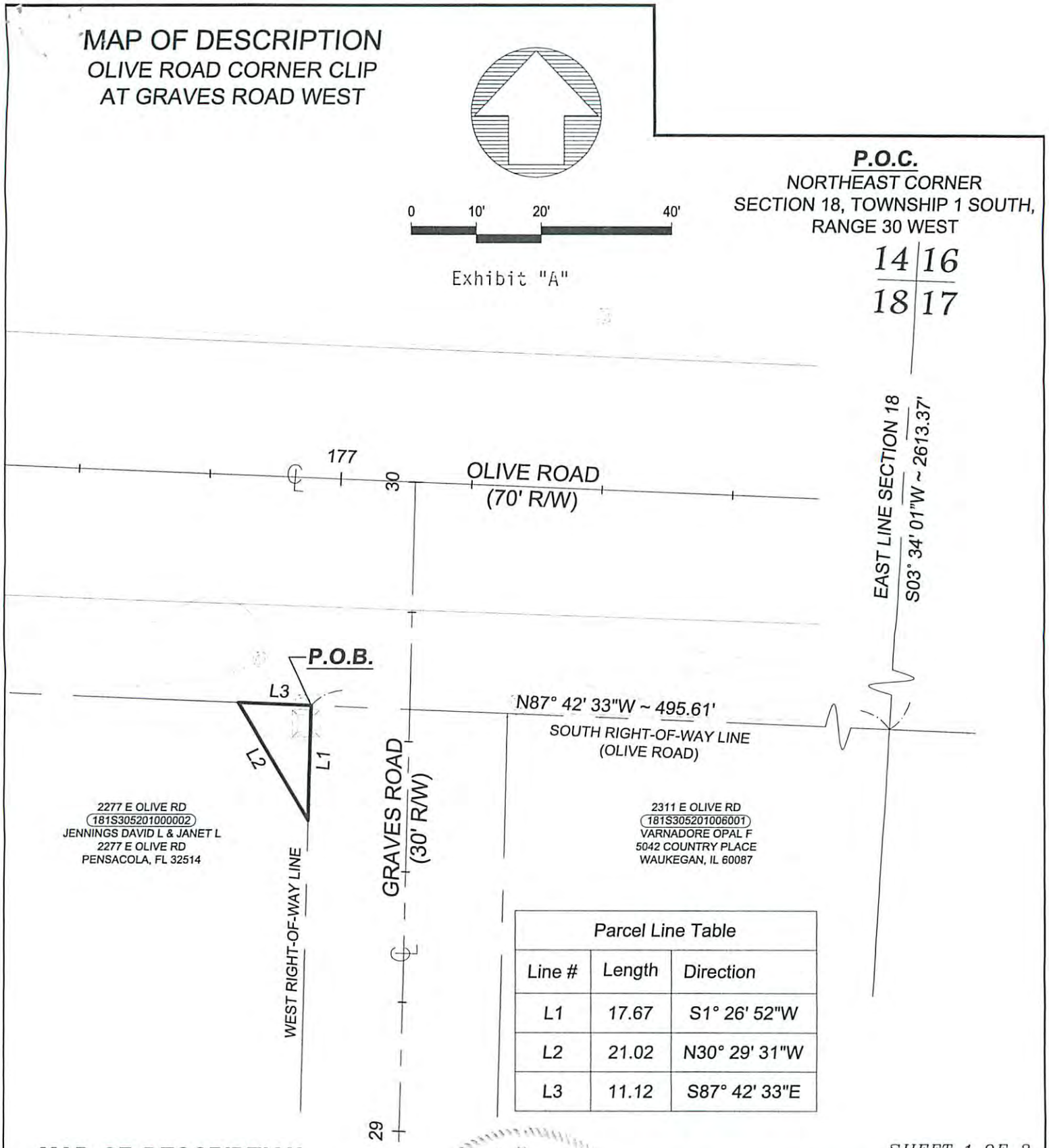
_____
Gene M. Valentino, Chairman

ATTEST: Palm Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date Aug. 15, 2013

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP AT GRAVES ROAD WEST



Parcel Line Table		
Line #	Length	Direction
L1	17.67	S1° 26' 52"W
L2	21.02	N30° 29' 31"W
L3	11.12	S87° 42' 33"E

MAP OF DESCRIPTION

THIS IS NOT A SURVEY

SHEET 1 OF 2

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS

DATE: JUNE 2013 SCALE: 1"=20'

PROJECT #: 11-0367.000

DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE & RAISED SEAL.

JEFFREY R. LANCE
PROFESSIONAL SURVEYOR AND MAPPER #5657
STATE OF FLORIDA

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
Phone: (850) 638-1086
L.B. #2648
1096 Highway 90 ~ Chipley, Florida 32428

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP
AT GRAVES ROAD WEST

Legal Description (Olive Road Corner Clip at Graves Road West):

A parcel of land situate in Section 18, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 18 and proceed South 03° 34' 01" West, along the east line of said Section 18, for a distance of 2613.37 feet to the intersection of the east line of said Section 18 with the south right-of-way line of East Olive Road (State Road 290, 70 foot Right-of-Way); thence, departing said east section line, run North 87° 42' 33" West, along said south right-of-way line of East Olive Road, for a distance of 495.61 feet to the intersection of said south right-of-way line of East Olive Road with the west right-of-way line of Graves Road (30 foot Right-of-Way) and the Point of Beginning; thence, departing said south right-of-way line, run South 01° 26' 52" West, along the west right-of-way line of Graves Road, for a distance of 17.67 feet; thence, departing said west right-of-way line, run North 30° 29' 31" West for a distance of 21.02 feet to a point on the south rght-of-way line of aforesaid East Olive Road; thence run South 87° 42' 33" East, along said south right-of-way line, for a distance of 11.12 feet to the Point of Beginning.

The above described parcel of land containing 98.245 square feet, more or less.

Surveyor's Notes:

1. Bearings shown hereon are based on the centerline of Olive Road (SR 290) per FDOT right-of-way map Section No. 4871-150, sheet 2 of 4, as re-established by FDOT, being South 87° 42' 33" East, a grid bearing.
2. No instruments of record reflecting ownership or encumbrances have been provided, except as noted, nor did this Surveyor abstract these lands.
3. This property may be subject to encumbrances, easements, and restrictions, if any, of public record.
4. Additions or deletions to this Map of Description by other than the signing party is prohibited without written consent of the signing party.

Legend & Abbreviations:

P.O.B.	Point of Begninning
P.O.C.	Point of Commencement
R/W	Right-of-Way

SKETCH ON SHEET 1 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS

DATE: JUNE 2013 SCALE: N/A

PROJECT #: 11-0367.000

DESIGN: BLW CHECKED: JRL

DATE	REVISIONS

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
Phone: (850) 638-1086
L.B. #2648
1096 Highway 90 ~ Chipley, Florida 32428

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference:	181S305201000002
Account:	022682000
Owners:	JENNINGS DAVID L & JANET L
Mail:	2277 E OLIVE RD PENSACOLA, FL 32514
Situs:	2277 E OLIVE RD 32514
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$28,004
Land:	$69,521
Total:	$97,525
Save Our Homes:	$71,890

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1971	536	947	$15,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG AT NE COR OF LT 2 S 215 FT W 116 25/100 FT N 215 FT E 116 25/100 FT TO POB DB 533 P 773...

Extra Features

METAL BUILDING
METAL SHED

Parcel Information

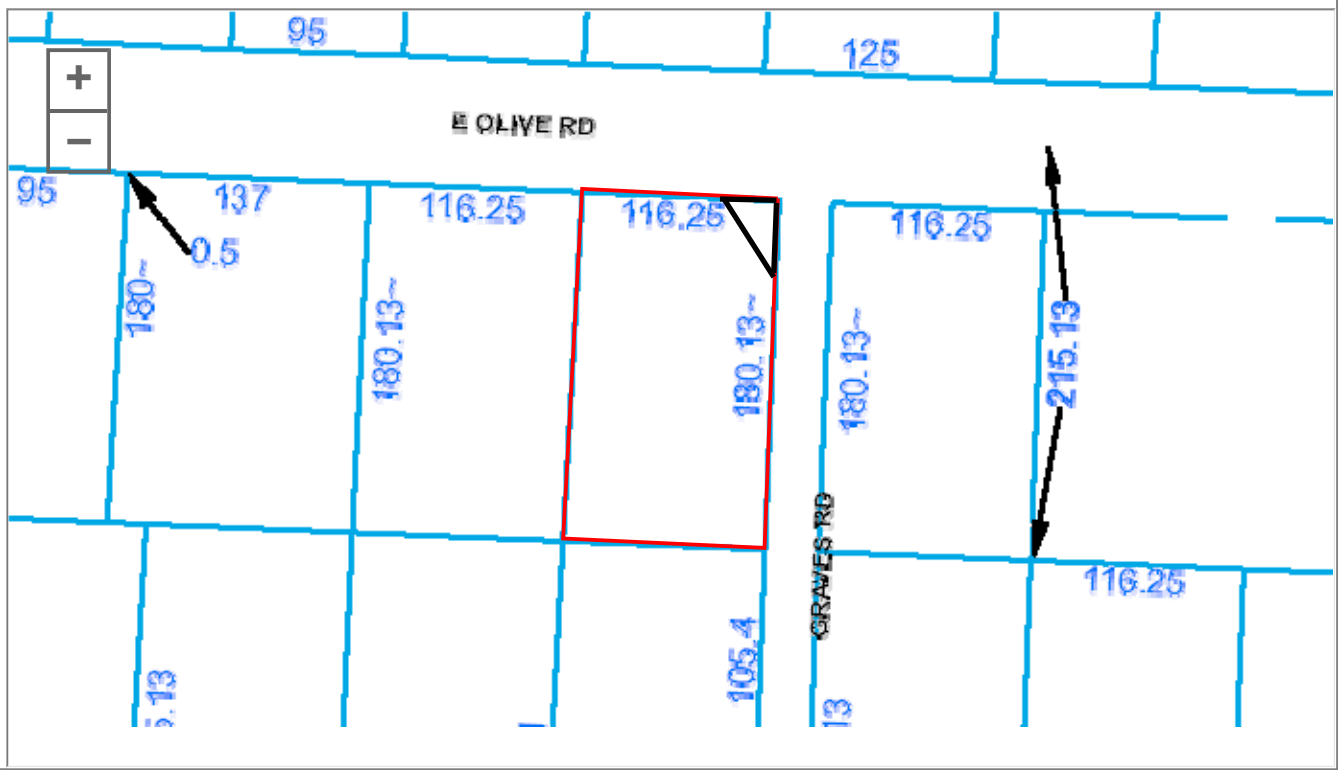
Launch Interactive Map

Section Map Id:
18-1S-30-2

Approx. Acreage:
0.4800

Zoned:
C-1

Evacuation & Flood Information
Open Report



Buildings

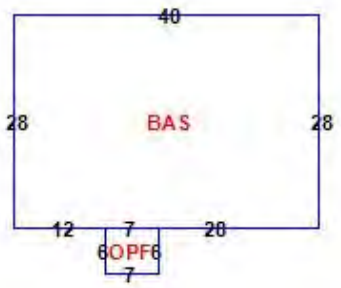
Building 1 - Address:2277 E OLIVE RD, Year Built: 1965, Effective Year: 1965

Structural Elements

FOUNDATION-*SLAB ON GRADE*
EXTERIOR WALL-*CONCRETE BLOCK*
NO. PLUMBING FIXTURES-*3.00*
DWELLING UNITS-*1.00*
ROOF FRAMING-*GABLE*
ROOF COVER-*COMPOSITION SHG*
INTERIOR WALL-*DRYWALL-PLASTER*
FLOOR COVER-*ASPHALT TILE*
NO. STORIES-*1.00*
DECOR/MILLWORK-*BELOW AVERAGE*
HEAT/AIR-*WALL/FLOOR FURN*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1162 Total SF

BASE AREA - *1120*
OPEN PORCH FIN - *42*



Images

12/1/11

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 EAST OLIVE ROAD DRAINAGE PROJECT

ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
SSW 09/3/13 DISTRICT 4

David and Janet Jennings/ Parcel 18-1S-30-5201-000-002

Acquisition area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4949 **County Administrator's Report 12. 21.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Issue Task Order on Contract PD 02-03.79, "Professional Services," for Guidy Lane Roadway and Drainage Improvements
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Task Order for the Guidy Lane Roadway and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute a Task Order to Hatch Mott MacDonald, LLC, in the amount of $99,133.24, on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection, and Project Management Services for the Guidy Lane Roadway and Drainage Improvements Project.

Due to reduced Staff levels in the areas of Engineering, Inspection and Project Management, this Task Order is necessary for the suitable completion of the Guidy Lane Roadway and Drainage Improvement Project. Under this Task Order, the consultant will provide construction, engineering, inspection, and project management services.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #12EN1742, "Guidy Lane"]

BACKGROUND:

Due to reduced staff levels in the areas of engineering, inspection and project management, this Task Order is necessary for the suitable completion of the Guidy Lane Roadway and Drainage Improvement Project. Under this Task Order, the consultant will provide construction, engineering, inspection, and project management services.

BUDGETARY IMPACT:

Funds for this task order are available in Fund 352 "LOST III", Account 210107/56301, Project #12EN1742 "Guidy Lane".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this recommendation, a purchase requisition and Task Order will be transmitted to the Office of Purchasing for processing.

Attachments

Guidy Lane Scope and Fee Schedule

SCOPE OF WORK
CONSTRUCTION ENGINEERING & INSPECTION FOR
Guidy Lane Roadway and Drainage Improvements

SCOPE OF SERVICES SUMMARY

The Scope of Work for this project is to provide Construction Engineering and Inspection Services for the Guidy Lane Roadway and Drainage Improvements Project in Escambia County. The consultant shall also provide all required project management services as necessary to ensure that the project is constructed in substantial conformance with the Project Plans and Specifications. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract. The administration of the Guidy Lane Roadway and Drainage Improvements Project will be conducted by the Consultant in full cooperation with Escambia County. The consultant shall also coordinate with the Engineer of Record. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

1. Erosion Control and Preconstruction Conferences: Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.

2. Attend Weekly Meetings: Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies.

3. Project Administration: Provide project administration and coordinate with the assigned Escambia County Construction Project Manager. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to the Escambia County Construction Project Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should be supplied to the Escambia County Construction Project Manager and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

4. Provide Construction Inspection: Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. Field technicians must be certified in the applicable FDOT certification workshops listed below:

Asphalt Roadway Paving Inspector
Asphalt Plant Inspection
Class 1 Concrete Technician
Soils and Aggregate Technician
Earthwork Technician
Nuclear Gauge Trained and Proficient
SWPPP Certified

Certification from another State Highway Department, nationally recognized institution, or other approved agency **may** be acceptable in lieu of the FDOT certification. **Prior approval is required**.

5. Conduct Field Surveys: Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and the project plans. Upon request, check construction layout when deemed necessary by the Escambia County Construction Project Manager.

6. Supplemental Agreements/Construction Changes: Notify the Escambia County Construction Project Manager of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Escambia County Construction Project Manager.

7. Shop Drawings & Quality Control Plans: Preview and approve all shop drawings and the Quality Control (QC) Plan submitted by the contractor, in coordination with the Design Engineer of Record. Shop drawings shall be approved by the Engineer of Record and the Consultant prior to the Contractor submitting a finalized order from the appropriate Vendor. The Consultant shall coordinate with the Engineer of Record and respond to the Contractor's QC Plan within 21 day of receipt from the contractor with any required changes or revisions. The Consultant shall ensure the contractor is in compliance with the approved QC plan, requiring and reviewing any revisions to the QC plan as necessary.

8. Quality Assurance, Testing for Acceptance, and Training: Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's

sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibilities include the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to the Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to Escambia County Construction Project Manager with the Final Records.

9. Progress Payments: The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Escambia County Construction Project Manager must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Escambia County Construction Project Manager for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Escambia County Construction Project Manager. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.

10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the Escambia County Construction Project Manager and Design Engineer of Record for review and processing.

11. Distribution of Correspondence: Submit to the Escambia County Construction Project Manager a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Record all field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or Subcontractor

- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

13. Reports: There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Escambia County Construction Project Manager after project completion. Any questions regarding the requirements shall be forwarded to the Escambia County Construction Project Manager for clarification.

14. Final Records: Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Escambia County Construction Project Manager for approval.

15. Project Claims: Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

16. Utility Relocations: Utility relocations associated with Emerald Coast Utility Authority will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified, comparing utility company records prior to payment by Escambia County. Utility relocations by other utility providers will require some coordination efforts.

17. Plan Review: Review submitted construction plans from the design engineers prior to construction for completion, comments, concerns and observations.

18. Citizen Interface: The Consultant shall provide project status updates and information related to traffic pattern changes and impacts to the traveling public to the Escambia County Construction Project Manager. Escambia County shall be responsible for dissemination of the information to the Public and the FDOT Public Information Office. Escambia County shall be responsible for the coordination and publication of all public notices related to construction of the project.

19. Contract time: Work authorized for this contract will be the same time allotted for the construction contract, including 30 additional days will be allotted for final reporting. Three hundred (210) calendar days have been established by bid documents.

PRELIMINARY ESTIMATE OF WORK EFFORT

HATCH MOTT MACDONALD, LLC
5111 N. 12th Avenue
Pensacola, Florida 32504

DESCRIPTION: Guidy Lane Roadway and Drainage Improvements
COUNTY: Escambia

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	2013				2014				Totals in Hours	Totals in Months	Wage Rate	Raw Salary $
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr				
Senior Project Engineer									0	0.00	55.39	$0.00
Project Administrator	0.01	0.05	0.05						18	0.11	36.31	$653.58
Contract Support Specialist	0.05							0.05	17	0.10	26.09	$443.53
Sr Inspector									0	0.00	23.88	$0.00
Inspector	1	1	1	1	1	1	1	1	1320	8.00	22.08	$29,145.60
Inspector (Asphalt Plant)			0.25	0.25	0.5	0.5			248	1.50	22.08	$5,475.84
Secretary/Scanning/Resident Compliance Specialist	0.1							0.1	33	0.20	14.34	$473.22
Totals in Man Months	1.16	1.05	1.3	1.25	1.5	1.5	1	1.15	1636	9.91	200.17	$36,191.77

** FEE COMPUTATIONS		
BASIC SALARY COSTS		$36,191.77
Cost Elements and Additives		
a) Overhead (General)	138.40%	$50,089.41
b) FCCM	0.16%	$58.27
SALARY RELATED COSTS		$86,339.45
Operating Margin (Fixed Fee)	25.00%	$9,047.94
SUBTOTAL INCLUDING MARGIN & FCCM		$95,387.39
Expenses (10.35 % Salary Costs)		$3,745.85
NOT TO EXCEED MAXIMUM FEE		$99,133.24

Calculations verified 9-9-13 RLambert

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4990 **County Administrator's Report 12. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: SR 10 (US 90A - Nine Mile Road) Turn Lane - Locally Funded Agreement
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State Road 10 (US 90A - Nine Mile Road) Turn Lane - Locally Funded Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State Road 10 (US 90A - Nine Mile Road) Turn Lane - Locally Funded Agreement:

A. Adopt the Resolution supporting the installation of a directional left turn lane on State Road 10 for westbound traffic to Louise Avenue and authorizing the Chairman to sign the Locally Funded Agreement between the State of Florida, Department of Transportation and Escambia County - Project 416940-1-52-07; and

B. Approve the Locally Funded Agreement between the State of Florida, Department of Transportation and Escambia County - Project 416940-1-52-07.

[Funds are available in Fund 352 'LOST III", Account 210107/56301, Project #13EN2535, "Nine Mile at Louise Avenue"]

BACKGROUND:

The Florida Department of Transportation (FDOT) proposed several modifications along Nine Mile Road, one of which included closing the median opening for Louise Avenue. County staff met with the FDOT Access Management Review Committee, and were able to encourage said committee to modify the proposed plans, but the modifications did not include allowing traffic to turn left directly onto Louise Avenue from westbound Nine Mile Road.

As part of this Locally Funded Agreement, Escambia County is agreeing to pay for the construction of a directional left turn lane for westbound traffic to Louise Avenue.

Legal has a few concerns which are:

1. No provision capping the County's funding obligations;

2. No provision requiring mutual agreement for any budget increase; and

3. The FDOT may unilaterally remove the turn lane without reimbursing any of the County's costs.

BUDGETARY IMPACT:

Anticipated project cost is $40,251. According to the LFA, the $40,251 is the contractor's cost estimate plus 10%.

Funds are available in Fund 352 'LOST III", Account 210107/56301, Project #13EN2535, "Nine Mile at Louise Avenue".

LEGAL CONSIDERATIONS/SIGN-OFF:

This was reviewed and signed off on by the Legal Department with the understanding that they do have some concerns and would like these brought up for discussion.

PERSONNEL:

Additional personnel will not be required as a result of this Locally Funded Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this recommendation, the Chairman will need to sign five original copies of the Locally Funded Agreement. The Clerk's office will then need to certify five copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the five signed original copies of the Agreement and five certified copies of the Resolution to FDOT for final signatures and for their files. The Clerk's office will furnish FDOT a check in the amount of $40,251 within seven days of this Agreement.

Attachments

Resolution

Locally Funded Agreement

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE INSTALLATION OF A DIRECTIONAL LEFT TURN LANE ON SR 10 FOR WESTBOUND TRAFFIC TO LOUISE AVENUE; AUTHORIZING THE CHAIRMAN TO SIGN THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY FOR PROJECT 416940-1-52-07; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County has requested the Florida Department of Transportation (FDOT) to install a directional left turn lane on SR 10 for westbound traffic to Louise Avenue and have agreed to pay for all costs associated with the work; and

WHEREAS, Escambia County will, within seven days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of $40,251 for full payment of the Project cost; and

WHEREAS, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board of County Commissioners hereby supports the installation of a directional left turn lane on SR 10 for westbound traffic to Louise Avenue.

SECTION 3. That the Board authorizes the Chairman to sign the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County; for Project # 416940-1-52-07.

SECTION 4. 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

By:_____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/26/13

LOCALLY FUNDED AGREEMENT

BETWEEN

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

AND

ESCAMBIA COUNTY

Project 416940-1-52-07

This Locally Funded Agreement ("Agreement") is by and between the State of Florida, Department of Transportation ("DEPARTMENT") and Escambia County, acting by and through its Board of County Commissioners ("COUNTY"), a political subdivision of the State of Florida.

1. The DEPARTMENT is currently undertaking construction project 416940-1-52-07 that provides for the resurfacing of State Road 10 (US 90A) (Nine Mile Road) from west of Pine Cone Drive to Escambia River in Escambia County, Florida ("Project").
2. The contractor on the Project began construction on June 11, 2012, and is expected to complete construction on November 26, 2013.
3. As part of the Project, the contractor has installed a new median at the intersection of Louise Avenue and State Road 10 in accordance with the contract plans for the Project.
4. The COUNTY has now determined that, instead of the new median referred to above, it desires the installation of a directional left turn lane for westbound traffic on to Louise Avenue, and will pay all costs of the work.
5. The COUNTY is prepared to deposit **FORTY THOUSAND TWO HUNDRED FIFTY ONE and 00/100 DOLLARS ($40,251.00)** into an escrow account established by the DEPARTMENT.
6. The DEPARTMENT is authorized to enter into this Agreement by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code. The COUNTY has authorized this

Agreement by the resolution of its Board of County Commissioners attached to this Agreement as Exhibit A.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

7. Paragraphs 1 through 6 above are true and correct, and are incorporated into and made a part of this Agreement.

8. Provided the COUNTY timely makes the deposit as required by this Agreement, the DEPARTMENT will incorporate into the Project work that will add a median opening and a directional left turn lane for westbound traffic on to Louise Avenue as provided by Revision 5 to the contract plans as shown on the sheets attached to and made a part of this Agreement and as contained in Exhibit B (the "Work"). The most recent contractor's estimate for the Work is also included in Exhibit B.

9. The COUNTY agrees that it will, within seven (7) calendar days after the date of this Agreement, furnish the DEPARTMENT an advance deposit in the amount of **FORTY THOUSAND TWO HUNDRED FIFTY ONE and 00/100 DOLLARS ($40,251.00)** for full payment of the estimated cost of the Work. Time is of the essence as to the COUNTY's obligations under this paragraph. The advance deposit shall be the total estimated cost of the Work plus allowances for a contingency of ten (10%) percent. The Department may utilize this deposit for payment of the costs of the Work.

10. If the amount agreed upon by the DEPARTMENT and the contractor for the Work plus allowances is greater than the advance deposit amount, the COUNTY will provide an additional deposit within seven (7) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the agreed-upon amount plus allowances. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the agreed-upon amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the

COUNTY cannot provide the additional deposit within seven (7) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the Work, and additional costs may be incurred due to a delay of the Work.

11. If the amount agreed upon by the DEPARTMENT and the contractor for the Work plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the agreed-upon amount plus allowances if such refund is requested by the COUNTY in writing.

12. Should modifications to or changes to bid items for the Work occur that increase the COUNTY's costs for the Work, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Work. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the agreed-upon amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for the Work and on final accounting as provided herein below. Funds due from the COUNTY not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes.

13. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the Work performed hereunder within three hundred and sixty days (360) of final payment to the contractor for the Project. The DEPARTMENT considers the Project complete when the final payment has been made to the contractor, not when the construction work is complete. All project cost records and accounts related to the Work shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the Project. The COUNTY will be notified of the final cost of the Work. Both parties agree that in the event the final accounting of total

costs of the work pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

14. In the event the final accounting of total costs of the Work is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to ***Section 55.03, F. S.***, on any invoice not paid within forty (40) calendar days until the invoice is paid.

15. The payment of funds under this Agreement will be made directly to the DEPARTMENT for deposit, and shall be made by wire transfer or ACH deposit. The reference line shall contain the acronym "DOT" and the financial project number (416940-1-52-07).

IF THE DEPOSIT IS BY WIRE TRANSFER, THE INSTRUCTIONS ARE:

Bank of America

Account # 001009068974

ABA # 026009593

Chief Financial Officer of Florida

Re: DOT – K 11-78, Financial Project # 416940-1-52-07

IF THE DEPOSIT IS BY ACH DEPOSIT, THE INSTRUCTIONS ARE:

Bank of America

Account # 001009068974

ABA # 063100277

Chief Financial Officer of Florida

Re: DOT – K 11-78, Financial Project # 416940-1-52-07

Upon completion of the wire transfer or ACH deposit, the COUNTY shall notify the Locally Funded Agreement Section of DEPARTMENT's General Accounting Office by calling Ms. Charmaine Small at telephone number 850-414-4885 and providing the financial project number 416940-1-52-07, the dollar amount of the transfer or deposit and the COUNTY's name.

16. The DEPARTMENT may, in its discretion, decide to delay or cancel the Work without liability to the DEPARTMENT if the COUNTY fails to furnish the contribution as provided for in paragraph 9 above.

17. The DEPARTMENT and the COUNTY agree that after construction is complete, the DEPARTMENT may, in its sole discretion because of operational or safety considerations, remove the turn lane and median opening installed as a result of the Work, without any obligation to return any amounts paid by the COUNTY under the terms of this Agreement.

18. Notices pursuant to this Agreement shall be sent by U.S. Mail to the following:

    FOR THE COUNTY:

    Escambia County Administration

    Attn: County Administrator

    221 Palafox Place, Suite 420

    Pensacola, Florida 32502

    FOR THE DEPARTMENT:

    Florida Department of Transportation

    Attn: Director of Transportation Development

    Post Office Box 607

    Chipley, Florida 32428

19. The following provisions of Section 339.135(6)(a), F.S., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one year.

20. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained in this Agreement and the parties agree that there are no commitments, Agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representation or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written properly-executed document.

21. This Agreement shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

22. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

23. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one Agreement.

24. The COUNTY:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. This Agreement shall become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the date of this Agreement.

INTENDING TO BE BOUND, the COUNTY and the DEPARTMENT have executed this Agreement by their authorized representatives.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

By:_____
Gene M. Valentino, Chair

Date:_____

Attest: Pam Childers
Clerk of the Circuit Court

_____(SEAL)
Deputy Clerk

Approved as to legal form and sufficiency:

_____
County Attorney
Date: 9/26/13

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
James T. Barfield, P.E.
District Secretary, District Three

Date:_____

Attest:_____
Executive Secretary (SEAL)

Legal Review:

_____
Office of the General Counsel
Date:_____

EXHIBIT A

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY

EXHIBIT B

CONSTRUCTION CONTRACT NO. T3392

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 416940-1-52-01

(FEDERAL FUNDS)

ESCAMBIA COUNTY (48010)

STATE ROAD NO. 10 (US 90A)

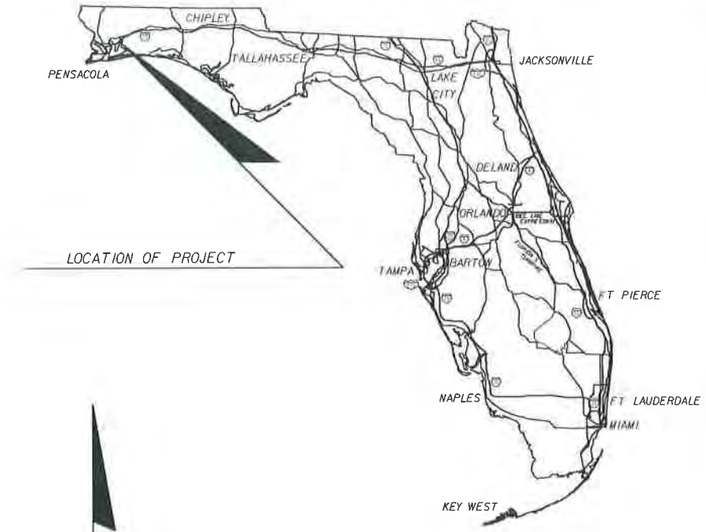
COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS
STRUCTURES PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO	SHEET DESCRIPTION
1	KEY SHEET
2-7	SUMMARY OF PAY ITEMS
8-11	TYPICAL SECTIONS
12-15	MILLING, RESURFACING AND OVERBUILD DETAILS
16-17	MILLING DETAIL
18-20	SUMMARY OF QUANTITIES
21-23	SUMMARY OF SIDEDRAIN & MITERED END SECTIONS
24	SUMMARY OF MEDIAN DITCH BOTTOM INLETS
25-28	SUMMARY OF DRAINAGE STRUCTURES
29	GENERAL NOTES
30-93	ROADWAY PLAN
94	INTERSECTION DETAIL
95-110	DRAINAGE STRUCTURES
111	BOX CULVERT DATA
112	REINFORCING BAR LIST
113	REPORT OF SPT BORINGS FOR CULVERT DRAINAGE STRUCTURES
114-120	CROSS SECTIONS
121	STORMWATER POLLUTION PREVENTION PLAN
122-132	TRAFFIC CONTROL PLAN
133-134	UTILITY ADJUSTMENT PLAN
GR-1	ROADWAY SOIL SURVEY
CTL-1-CTL-3	REFERENCE POINTS



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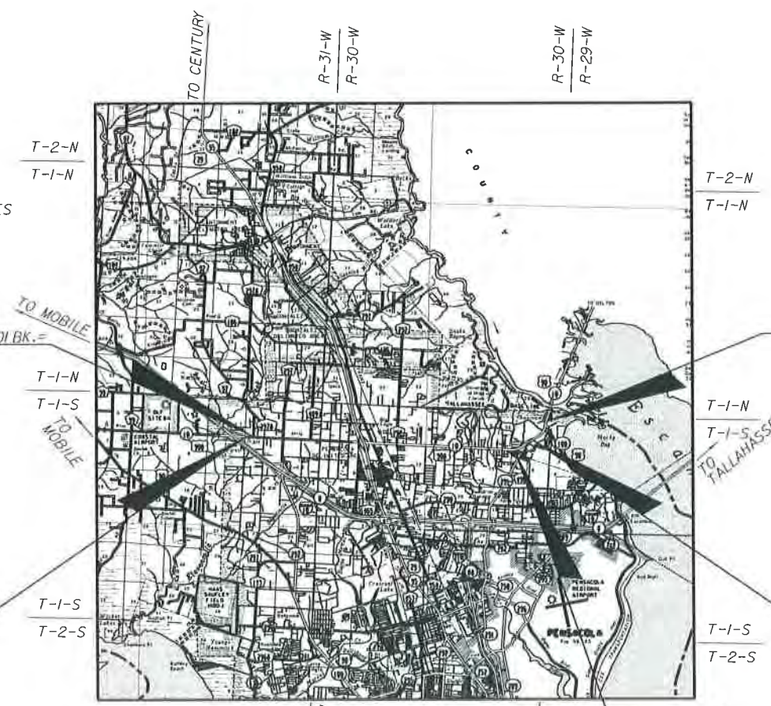
MILES



EQ
STA. 278+86.46
℄ SURVEY FPID 419302-1-52-01 BK.=
STA. 278+86.58
℄ SURVEY SR 10 (US 90) AH.

END PROJECT
STA.718+95.87
MP 15.855

REMOVE PORTABLE MONITORING SITES:
NO. 484072, STA. 304+30, MP 8.003
NO. 484057, STA. 408+79, MP 9.968
NO. 484054, STA. 439+35, MP 10.559
NO. 484052, STA. 459+58, MP 10.941
NO. 484046, STA. 593+58, MP 13.482
NO. 484040, STA. 679+73, MP 15.043

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2010,
AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2010,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 1-1-12
For Design Standards Modifications click on "Design Standards" at the following web site:
http://www.dot.state.fl.us/rddesign/

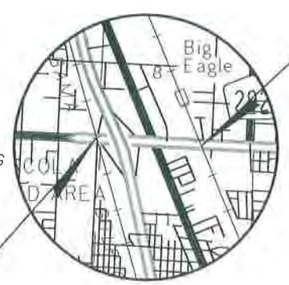
BEGIN PROJECT
STA. 272+03.19
MP 7.390

END BRIDGE
NO. 480920
STA. 662+12.

BEGIN BRIDGE
NO. 480920
STA. 659+23.02

RR CROSSING NO. 339696k
CSX RAILWAY
℄ SURVEY SR 10
STA 455+76.88
MP 10.875

RR CROSSING NO. 663244P
ALABAMA & GULF COAST RAILWAY
℄ SURVEY SR 10
STA 428+05.56
MP 10.350



ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

DENNIS J. PEARSON, P.E.
PROTEAN DESIGN GROUP
100 EAST PINE STREET - SUITE 600
ORLANDO, FLORIDA 32801

PLANS PREPARED BY:

proltelan design group
100 EAST PINE STREET, SUITE 600
ORLANDO FLORIDA 32801
PHONE (407) 246-0044
VENDOR NO. F59-3473441
CONTRACT NO. C-8V99
CERTIFICATE OF AUTHORIZATION NO. 7865

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

NOTE: FINANCIAL PROJECT ID 416940-1-52-02, 416940-1-52-03, 416940-1-52-04, AND 416940-1-52-06 ARE INCLUDED FOR FINANCIAL PURPOSES ONLY

Steven William Tomkins
LICENSE
No. 75486
7/29/13
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Revision 5 only

REVISIONS

1. ROADWAY SHEETS 12, 114-117 (REVISED 1/16/13)
2. ROADWAY SHEET 12 (REVISED 2/22/13)
3. ROADWAY SHEET 61 (REVISED 5/16/13)
4. ROADWAY SHEETS 8, 69-70; SIGNING AND PAVEMENT MARKING SHEETS S-51, S-52, S-59 AND S-61 (REVISED 6/20/13)
5. ROADWAY SHEET 8, 54, 55 AND 60; SIGNING AND PAVEMENT MARKING SHEET S-36, S-37 AND S-42 (REVISED 7/29/13)

LENGTH OF PROJECT

	LINEAR FEET	MILES
ROADWAY	44,403.09	8.410
BRIDGES	289.47	0.055
NET LENGTH OF PROJECT	44,692.56	8.465
EXCEPTIONS	0.00	0.000
GROSS LENGTH OF PROJECT	44,692.56	8.465

KEY SHEET REVISIONS

DATE	DESCRIPTION

ROADWAY PLANS ENGINEER OF RECORD: DENNIS J. PEARSON, P.E.

P.E. NO.: 54752

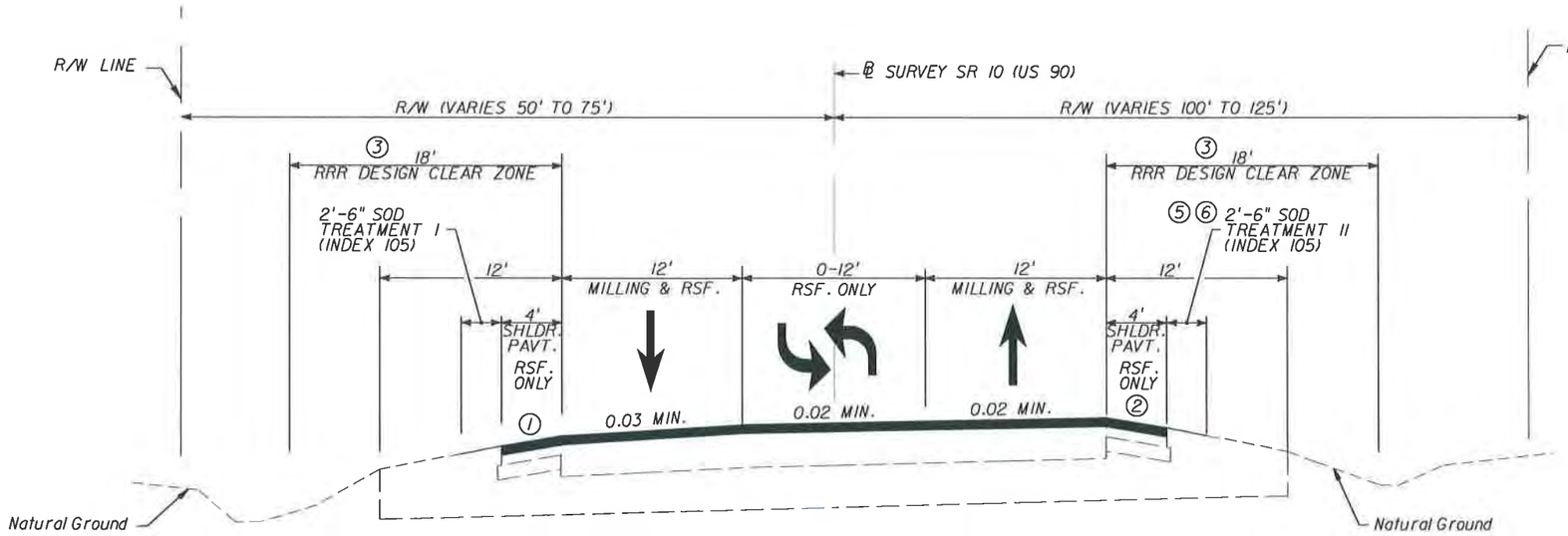
FDOT PROJECT MANAGER: WILLIAM BARBER, P.E.

SR 10 (US 90A) FROM WEST OF PINE CONE DR. TO THE ESCAMBIA RIVER BRIDGE

FISCAL YEAR	SHEET NO.
12	1

TYPICAL SECTION NOTES:

1. MILLING OPERATIONS IN TRAVEL LANES ARE RESTRICTED TO ONLY THAT AREA WHICH CAN BE MILLED AND RESURFACED WITHIN THE SAME WORK OPERATION AND PRIOR TO OPENING TO TRAFFIC.
2. STATIC COMPACTION ONLY.
3. CROSS SLOPE DEFICIENCIES REMAINING AFTER VARIABLE DEPTH MILLING ARE TO BE CORRECTED WITH OVERBUILD. SEE MILLING, RESURFACING AND OVERBUILD DETAILS FOR ADDITIONAL INFORMATION.



① 0.03 TO 0.08

DESIGN SPEED = 55 - 60 MPH
55 MPH STA. 272+03.19 TO STA 279+00.00
60 MPH STA. 279+00.00 TO STA. 394+00.00

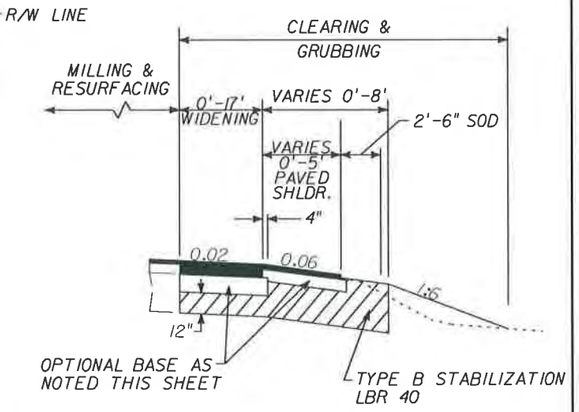
② 0.03 TO 0.05

③ NOTE: RRR DESIGN CLEAR ZONE DOES NOT APPLY TO CLEAR ZONE WIDTHS FOR WORK ZONES.

④ TURNOUT CONNECTIONS FOR THIS STATION RANGE SHALL MATCH THE WIDENING PAVEMENT DESIGN.

⑤ 6" FINISHED SOIL LAYER REQUIRED (INDEX 105)

⑥ 2'-6" SOD TREATMENT I (INDEX 105) STA. 319+20 TO STA. 325+61



AUXILIARY LANE DETAIL

N.T.S.

STA. 273+00.17 TO STA. 285+36.54 ④
WIDENING

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C)(3½")(PG76-22)
AND FRICTION COURSE FC-9.5 (TRAFFIC C)(1")(PG76-22)

TRAFFIC DATA

CURRENT YEAR = 2007 AADT = 43,000
ESTIMATED OPENING YEAR = 2014 AADT = 52,800
ESTIMATED DESIGN YEAR = 2034 AADT = 95,500
K = 9.42 % D = 56.49 % T = 5.99 % (24 HOUR)
DESIGN HOUR T = 2.99 %
DESIGN SPEED = 45-60 MPH

TYPICAL SECTION 1
SR 10 (US 90A)

STA. 272+03.19 TO STA. 325+61.00
STA. 359+71.00 TO STA. 394+00.00

MILLING (TRAVEL LANES)

MILL EXISTING ASPHALT PAVEMENT (1½" AVG. DEPTH)

RESURFACING (TRAVEL LANES)

TYPE SP STRUCTURAL COURSE (TRAFFIC C)(1½")(PG76-22)
AND FRICTION COURSE FC-9.5 (TRAFFIC C)(1")(PG76-22)

AUXILIARY LANES AND SHOULDER RESURFACING

FRICTION COURSE FC-9.5 (TRAFFIC C)(1")(PG76-22)

STA. 325+61.00 TO STA.359+71.00

MILLING (TRAVEL LANES)

MILL EXISTING ASPHALT PAVEMENT (2½" AVG. DEPTH)

RESURFACING (TRAVEL LANES)

TYPE SP STRUCTURAL COURSE (TRAFFIC C)(2½")(PG76-22)
AND FRICTION COURSE FC-9.5 (TRAFFIC C)(1")(PG76-22)

AUXILIARY LANES AND SHOULDER RESURFACING

FRICTION COURSE FC-9.5 (TRAFFIC C)(1")(PG76-22)

Steven William Tomkins
LICENSE
No. 75466
7/29/13
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Revision 5 only

MISCELLANEOUS WIDENING

STA. 293+09.92 TO STA. 293+37.67 RT
STA. 372+17.04 TO STA. 372+48.02 LT

SEE OPTIONAL BASE GROUP 9
WIDENING PAVEMENT DESIGN (THIS SHEET)

WIDENING

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C)(3½")(PG76-22)
AND FRICTION COURSE FC-9.5 (TRAFFIC C)(1")(PG76-22)

STA. 446+71.67 TO STA. 447+71.17
STA. 486+41.80 TO STA. 488+18.71
STA. 546+35.21 TO STA. 556+23.84
STA. 556+23.84 TO STA. 558+41.61
STA. 555+41.04 TO STA. 558+26.23 ④

WIDENING

OPTIONAL BASE GROUP 9 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C)(3½")(PG76-22)
AND FRICTION COURSE FC-9.5 (TRAFFIC C)(1")(PG76-22)

SHOULDER

OPTIONAL BASE GROUP 1 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C)(1½")(PG76-22)
AND FRICTION COURSE FC-9.5 (TRAFFIC C)(1")(PG76-22)

PAVED SHOULDER CONSTRUCTION

STA. 292+87.56 TO STA. 293+37.67 RT
STA. 358+61.32 TO STA. 359+16.33 LT
STA. 371+98.07 TO STA. 372+48.02 LT
STA. 385+39.75 TO STA. 385+84.75 LT
STA. 386+06.39 TO STA. 387+06.42 LT

SEE SHOULDER PAVEMENT DESIGN (THIS SHEET)

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
06/20/13	4 ADDED MEDIAN OPENING		
07/29/13	5 ADDED MEDIAN OPENING, EXTENDED TURN LANE		

proltelan design group
CERTIFICATE OF AUTHORIZATION NUMBER 7865
100 EAST PINE STREET SUITE 600
ORLANDO FLORIDA 32801
PHONE (407) 246-0044
DENNIS J. PEARSON, P.E NO. 54752

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
10	ESCAMBIA	416940-1-52-01

TYPICAL SECTION

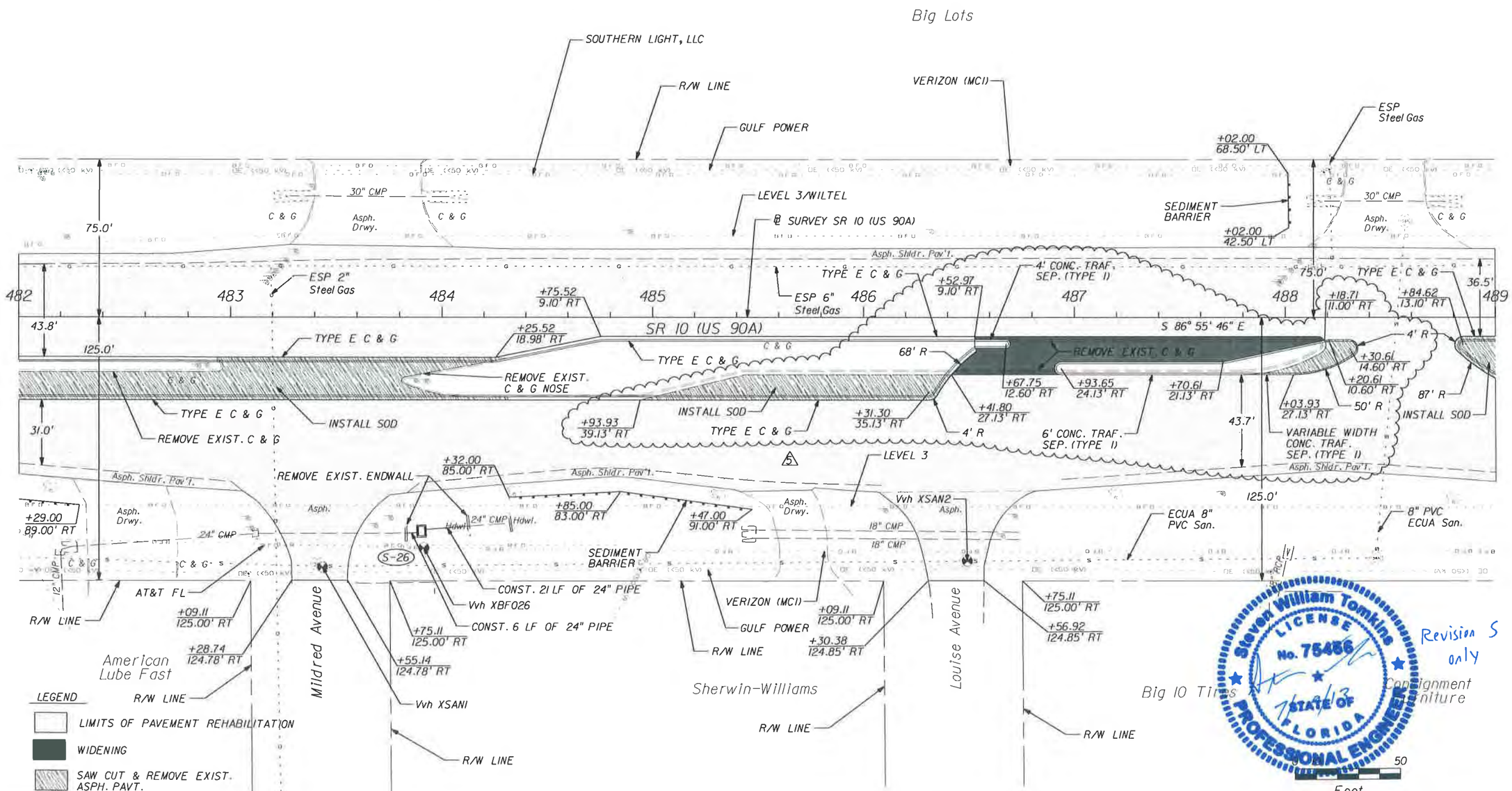
SHEET NO. 8

SUMMARY OF VERIFIED UTILITIES

Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIALS	B/L and/or C/L STATION	B/L and/or C/L OFFSET	B/L and/or C/L LT/RT	EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
XSAN1	ECUA, SANITARY	8"	PVC	483+43.28	118.43	RT	132.65	128.05	
XBF026	MCI/VERIZON	2"	BFO	483+91.00	109.32	RT	131.83	130.03	
XSAN2	ECUA, SANITARY	8"	PVC	486+49.01	115.50	RT	133.70	127.30	

1" = 50'

N



Revision 5 only

Steven William Tomkins LICENSE No. 75456 STATE OF FLORIDA PROFESSIONAL ENGINEER 7/29/13

WARNING - GAS MAIN IN AREAS OF CONSTRUCTION

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
7/29/13	5 REVISED MEDIAN OPENING		

proltelan design group
CERTIFICATE OF AUTHORIZATION NUMBER 7865
100 EAST PINE STREET, SUITE 600
ORLANDO FLORIDA 32801
PHONE (407) 246-0044
DENNIS J. PEARSON, P.E. NO. 54752

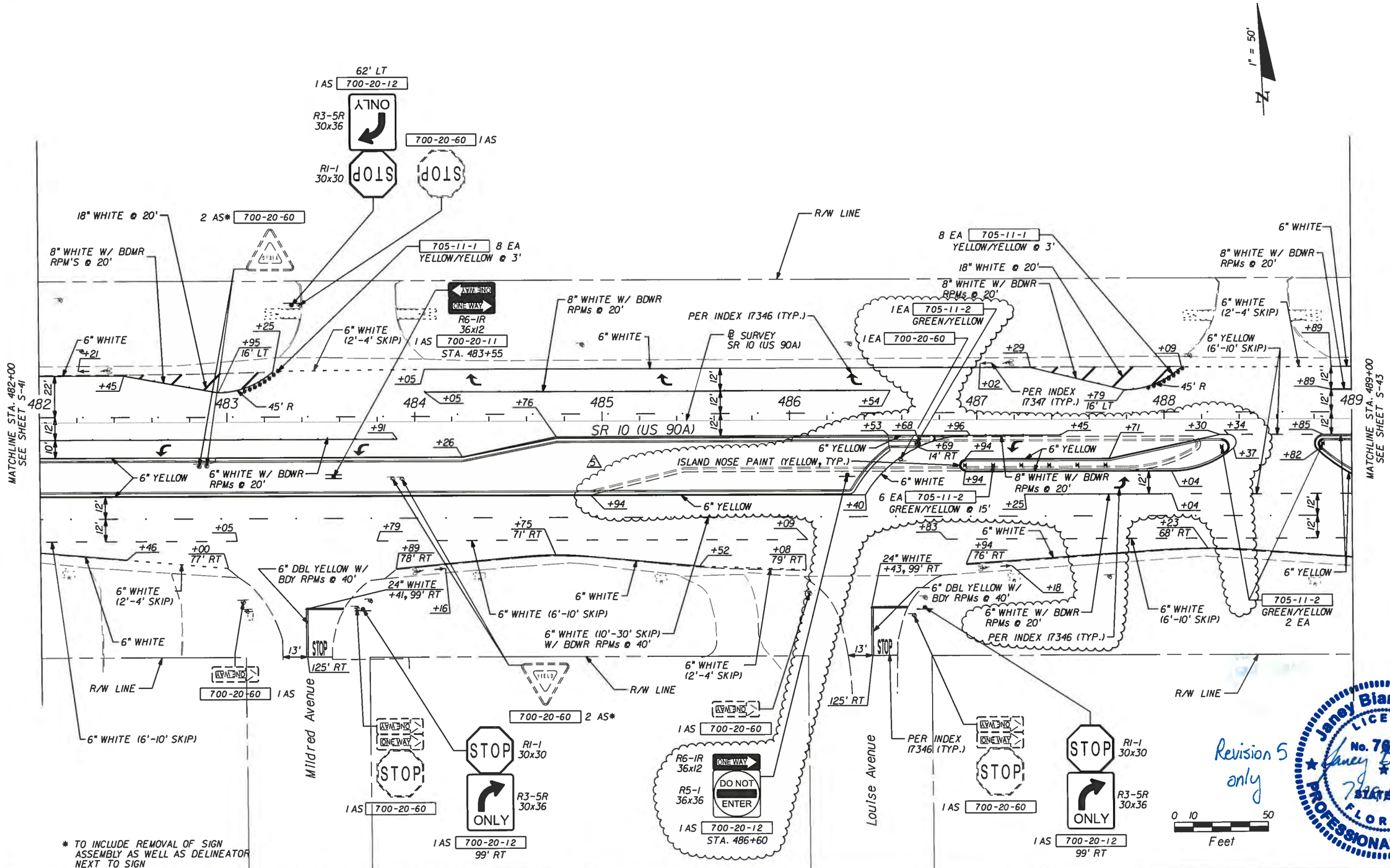
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
10	ESCAMBIA	416940-1-52-01

ROADWAY PLAN

SHEET NO. 60

STomkins 7/29/2013 4:07:28 PM



Revision 5 only

Janey Bianca Walls LICENSE No. 78169 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/29/13	5 REVISED MEDIAN OPENING		

proltelan design group
CERTIFICATE OF AUTHORIZATION NUMBER 7865
100 EAST PINE STREET, SUITE 600
ORLANDO FLORIDA 32801
PHONE (407) 246-0044
KIMBERLY C. HORLANDER, P.E. NO. 48121

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
10	ESCAMBIA	416940-1-52-01

SIGNING & MARKING PLAN

SHEET NO. S-42

STomkins 7/30/2013 9:08:51 AM H:\09J04\Cadd\416940\5201\signing\PLANSP30.dgn

CONTRACTOR'S Estimate (Median Improvement at Louise Ave)
SR 10 (US 90)
Proj #s 416940-1-52-01, etc.
Escambia County

Roadway						
Pay Item	Description	Unit	Quantity	Unit Cost	Total	
101-1	Mobilization	LS	1	$ 2,500.00	$ 2,500.00	
102-1	Maintenance of Traffic	LS	1	$ 3,875.00	$ 3,875.00	
110-1-1	Clearing & Grubbing	LS	1	$ 4,190.00	$ 4,190.00	
110-4	Removal of Existing Concrete Pavement	SY	124	$ 9.80	$ 1,215.20	
120-2-2	Borrow Excavation, Truck Measure	CY	70	$ 6.85	$ 479.50	
120-71	Regular Excavation, (3-R projects only)	LS	1	$ 1,995.00	$ 1,995.00	
160-4	Type B Stabilization	SY	399	$ 1.65	$ 658.35	
285-709	Optional Base Group 09	SY	219	$ 19.60	$ 4,292.40	
334-1-23	Superpave Asph Conc. Traf C Pg 76-22	TN	42.2	$ 85.25	$ 3,597.55	
337-7-42	Asphalt Concrete Friction Course, Traffic C, FC-9.5, PG 76-22	TN	12.1	$ 98.60	$ 1,193.06	
520-1-7	Concrete Curb & Gutter, Type E	LF	170	$ 12.85	$ 2,184.50	
520-5-11	Traffic Separator Concrete - Type I, 4' Wide	LF	17	$ 25.60	$ 435.20	
520-5-12	Traffic Separator Concrete - Type I, 6' Wide	LF	80	$ 45.00	$ 3,600.00	*
520-70	Traffic Separator Concrete, Special-Variable Width	SY	76	$ 67.50	$ 5,130.00	*
570-1-2	Performance Turf, Sod	SY	157	$ 2.00	$ 314.00	
				Total Roadway	$ 35,659.76	

Signing					
700-20-12	Single Post Sign, F&I, 12-20 SF	AS	1	$ 210.00	$ 210.00
700-20-60	Single Post Sign, Remove	AS	1	$ 26.00	$ 26.00
705-11-2	Delineator, Non-Flexible	EA	8	$ 37.00	$ 296.00
710-90	Painted Pavement Markings, Final Surface	LS	1	$ 400.00	$ 400.00
				Total Signing	$ 932.00

Total all Work $ 36,591.76

* Pay Items not part of original contract. Will be added by Work Order.

Contractor requests 31 calender days (22 work days)

REVISED.
MF 9/13/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4809 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Agreement Between the Florida Fish and Wildlife Conservation Commission and Escambia County
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement Between the Florida Fish and Wildlife Conservation Commission and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the FWC Contract #12485, State of Florida, Fish and Wildlife Conservation Commission Grant Agreement for "Land Acquisition for Recovery and Management of Perdido Key Beach Mice," Escambia County, FL Habitat Conservation Plan Land Acquisition:

A. Approve the Agreement between the Florida Fish and Wildlife Conservation Commission and Escambia County, to provide Federal funding for land acquisition for recovery and management of Perdido Key beach mice with a Grant award, in the amount of $2,364,522; and

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

[Funding: Grant amount is $2,364,522 with a 26% local match. The 26% match is identified in LOST III, Fund 352: Project 08NE0072 (Perdido Key HCP), $70,901; Project 08NE0048 (Primary Dune Restoration), $18,473; Project 12NE1712 (Perdido Key Access), $688,500; and Project 08NE0028 (Environmentally Sensitive Lands), $30,000]

BACKGROUND:

In association with the pending Perdido Key Programmatic Habitat Conservation Plan, Escambia County has committed to purchase and protect twelve acres of Perdido Key beach mouse habitat as mitigation to facilitate private development on Perdido Key. To assist purchasing habitat, Escambia County has been awarded a federal grant of $2,364,522. Purchased property will conserve 75% of beach mouse habitat with 25% having a local public use providing access to the Gulf of Mexico. A 4.13 acre parcel on the Gulf of Mexico is being evaluated for purchase under this Grant and is expected to be brought forward to the Board for its consideration later this Fall (appraised value $3.15 million).

BUDGETARY IMPACT:

Grant amount is $2,364,522 with a 26% local match. The 26% match is identified in LOST III, Fund 352: Project 08NE0072 (Perdido Key HCP) $70,901, Project 08NE0048 (Primary Dune Restoration) $18,473, Project 12NE1712 (Perdido Key Access) $688,500 and Project 08NE0028 (Environmentally Sensitive Lands) $30,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract has been reviewed and approved as to form and legal sufficiency by Stephen West, Assistant County Attourney.

PERSONNEL:

Community & Environment Department/Water Quality and Land Management (CED/WQLM) staff will manage this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is consistant with the Board's policy to "seek all available federal and state financial assistance to increase public access to the shoreline" (COA 2.2.7).

IMPLEMENTATION/COORDINATION:

Community & Environment Department staff has coordinated with the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Trust for Public Lands, Parks and Recreation Department and the Public Works Department regarding the development and pending implementation of this Grant.

Attachments

FWC Contract #12485 PK Property Acquisition

STATE OF FLORIDA
FISH AND WILDLIFE CONSERVATION COMMISSION
GRANT AGREEMENT FOR
"LAND ACQUISITION FOR RECOVERY AND MANAGEMENT OF PERDIDO KEY BEACH MICE", ESCAMBIA COUNTY, FL HABITAT CONSERVATION PLAN LAND ACQUISITION

THIS AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 221 Palafox Place Pensacola, Florida 32502. ESCAMBIA COUNTY, hereafter "GRANTEE," to provide federal funding for LAND ACQUISITION FOR RECOVERY AND MANAGEMENT OF PERDIDO KEY BEACH MICE.

WHEREAS, The COMMISSION and GRANTEE have partnered together to seek federal grant funds to acquire particular parcels of land for habitat conservation purposes;

WHEREAS, this COMMISSION submitted a grant application on behalf of GRANTEE to the U.S. Fish and Wildlife Service (FWS), Habitat Conservation Plan Land Acquisition Program;

WHEREAS, FWS has approved the scope of Grant Award F12AP00155 (FL-E-44-HL-1) entitled "LAND ACQUISITION FOR RECOVER AND MANAGEMENT OF PERDIDO KEY BEACH MICE" to the COMMISSION as a state partner on behalf of the GRANTEE, and, as a result of this Agreement, the GRANTEE has been determined to be a subrecipient of federal financial assistance from the U.S. Fish and Wildlife Service;

WHEREAS, the COMMISSION will dispense the awarded federal grant funds to partner GRANTEE for recovery land acquisition projects;

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare; and,

WHEREAS, the GRANTEE is responsible for complying with the appropriate federal guidelines in performance with this Agreement.

NOW THEREFORE, the COMMISSION and the GRANTEE, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION

A. The GRANTEE shall use this grant, F12AP00155 (FL-E-44-HL-1), along with Escambia County matched funds, to acquire the parcel considered in this Agreement and perform the services and specific responsibilities as set forth in Attachment A-1, "LAND ACQUISITION FOR RECOVERY AND MANAGEMENT OF PERDIDO KEY BEACH MICE", ESCAMBIA COUNTY, FL HABITAT CONSERVATION PLAN LAND ACQUISITION."

The Grant deliverables, as outlined in Attachment A-1, must be submitted and approved by the COMMISSION prior to any payment.

B. As stated in the FWS Award letter, attached hereto and incorporated as Attachment B-1, FWS has approved the "LAND ACQUISITION FOR RECOVERY AND MANAGEMENT OF

PERDIDO KEY BEACH MICE". Under this Agreement, the GRANTEE shall only be reimbursed for acquisition of the identified Sundown parcel. FWS will only obligate funding for the land acquisition under this Grant after GRANTEE has provided the COMMISSION with an appraisal and a review appraisal report by a Florida state licensed appraiser for the Sundown parcel. The COMMISSION shall submit these documents to FWS for approval. Upon FWS approval of these documents, the COMMISSION shall then request FWS obligate the funding to complete the land purchase.

C. This Agreement is intended to facilitate the purchase of the Sundown parcel identified in Attachment A-1. Should FWS modify to allow for the purchase of an alternate site under its grant award, F12AP00155 (FL-E-44-HL-1,) the COMMISSION and GRANTEE shall modify this Agreement in accordance with the Amendment section, below.

D. The GRANTEE shall provide a minimum of twenty-six percent (26%) of the total project costs as matching contributions toward the total project costs.

E. The GRANTEE shall acknowledge the COMMISSION and U.S. Fish and Wildlife Service, Habitat Conservation Plan Land Acquisition Program, as partners and contributors on any placards, signs, reports or any informational releases concerning the project. Attachment B-1 provides specific requirements.

F. By acceptance of this Agreement, the GRANTEE warrants that it has the capability in all respects to fully perform the Agreement requirements with the integrity and reliability that will assure good-faith performance as a responsible party to this Agreement, and that the GRANTEE shall comport with Chapter 287, F.S., and all other applicable state and federal rules and laws.

2. PERIOD OF AGREEMENT

A. This Agreement shall begin upon execution by both parties and end December 31, 2013, inclusive. In accordance with Section 287.058(2), F.S., the GRANTEE shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.

B. FWS Grant F12AP00155 (FL-E-44-HL-1) has been awarded for the period of January 1, 2012 to December 31, 2013. GRANTEE acknowledges that this Agreement does not guarantee any extension of FWS Grant funding past December 31, 2013. Should FWS cancel funding for Grant, F12AP00155 (FL-E-44-HL-1), this Agreement shall automatically terminate as provided in the Termination section below.

C. It is the GRANTEE's sole duty and responsibility to abide by the end date of this Agreement. Any extension of this Agreement shall be by formal amendment executed by authorized individuals for each party, and subject to the same terms and conditions of this Agreement.

3. COMPENSATION and PAYMENTS

A. Following FWS approval of the required appraisals, and as consideration for acquiring the subject property under the terms of this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed seventy-four percent (74%) toward the total parcel acquisition project costs. GRANTEE is responsible for funding the remaining

twenty-six percent (26%) of the total project acquisition costs. The estimated project cost is $3,150,000.00 and the estimated reimbursement is $2,364,522.00. Payment shall be contingent upon receipt, review, and written approval by the COMMISSION's Contract Manager of the appropriate invoice, accounting statements, and reports required by Attachment A-1. The Grantee, Escambia County Commission, shall provide a minimum of twenty-six percent (26%) of the total project cost in non-federal matching funds as its required contributions toward the project total.

B. The COMMISSION shall transmit funds to the GRANTEE upon submission by the GRANTEE, and acceptance by the COMMISSION Contract Manager, of an invoice not to exceed $2,364,522.00. This includes the required itemization of all expenditures, including the GRANTEE matching funds and supporting documentation as specified in Attachment A-1. The invoice shall include the FWC Contract Number, GRANTEE's Federal Employer Identification (FEID) Number, dates covered by invoice, and the dollar amount of invoice. An original and two (2) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. GRANTEE acknowledges that the Commission's Project Manager shall reject invoices lacking documentation necessary to justify invoiced expenses. The CONTRACTOR shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment E.

C. FWS will obligate ten percent (10%) of the federal share to finance the appraisal and review appraisal required by Paragraph 1, above. As consideration for obtaining the appraisal and review appraisal required under this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount to not exceed $236,452.00 toward the total estimated federal share of $2,364,522.00. Payment shall be contingent upon receipt, review, and written approval, by the COMMISSION's Contract Manager, of the appropriate invoice, including a copy of the invoice from the appraiser and a copy of the payment made to the appraiser.

D. Only expenditures that occur within the AGREEMENT period may be reimbursed. Any expenditures that occur prior to the execution of the AGREEMENT or after the expiration of the AGREEMENT are not eligible for reimbursement. Additionally, any match contributions that occur either prior to the execution of the AGREEMENT or after the expiration of the AGREEMENT may not count as match toward the total estimated federal share.

E. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In addition, the State of Florida's performance and obligation to pay under this Agreement is contingent upon receipt of funding from FWS. The parties hereto understand that this Agreement is not a commitment to future appropriations. The COMMISSION shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the COMMISSION or the State. The COMMISSION agrees to notify GRANTEE in writing at the earliest possible time if funds are not appropriated or available.

4. **MONITORING**. The COMMISSION shall actively monitor the GRANTEE's performance and compliance with the terms of this AGREEMENT. In the event GRANTEE fails to perform in accordance with the terms and conditions set forth in this AGREEMENT and all attachments and exhibits, including any federal or state statutes, rules or regulations applicable to this AGREEMENT, GRANTEE may be considered in default. Rule 60A-1006(3), F.A.C., governs the procedure and consequences for default.

5. **TERMINATION.**

A. The COMMISSION may unilaterally terminate this AGREEMENT for convenience by providing the GRANTEE with thirty (30) calendar days of written notice of its intent to terminate. GRANTEE shall not be entitled to recover any cancellation charges or lost profits.

B. This AGREEMENT shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the COMMISSION shall provide GRANTEE with written notice of termination.

C. The COMMISSION may terminate this AGREEMENT if the GRANTEE fails to:
1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; or, 3.) maintain adequate progress, thus endangering the performance of the AGREEMENT. Rule 60A-10006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the COMMISSION in this clause are in addition to any other rights and remedies provided by law or under this AGREEMENT. GRANTEE shall not be entitled to recover any cancellation charges or lost profits.

D. Upon receipt of notice of termination, the GRANTEE shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

6. **REMEDIES.**

A. In accordance with 287.058(1)(h), F.S., the deliverables contained in Attachment A-1, Alternative Parcel Proposal, have identified financial consequences for nonperformance. If GRANTEE fails to produce each deliverable within the time frame specified by the Scope of Work, the COMMISSION shall apply the financial consequences identified therein.

B. In addition, in the event of nonperformance under this Agreement, the GRANTEE shall be ineligible to be considered for funding for the FWS Cooperative Endangered Species Conservation Fund – HCP Land Acquisition or Planning Assistance Grants for two (2) consecutive funding cycles. The COMMISSION shall notify the GRANTEE of ineligibility within thirty (30) days of the Agreement end date.

C. The rights and remedies of the COMMISSION in this paragraph are in addition to any other rights and remedies provided by law or under the AGREEMENT.

7. **TAXES.** The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

8. **NOTICES.** Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

GRANTEE	COMMISSION
Board of County Commissioners	Thomas E. Ostertag
Escambia County (BOCC)	FL Fish and Wildlife Conservation Commission
221 Palafox Place	Division of Habitat and Species Conservation
Pensacola, Florida 32502	Species Conservation Planning Section
Phone: (904) 209-0300	620 S. Meridian Street
Fax: (904) 209-0310	Tallahassee, Florida 32399-1600
	850-921-1033

9. **AMENDMENT**

A. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all modifications are subject to the mutual contract of both parties as evidenced in writing. Any modification that causes an increase or decrease in the GRANTEE's cost, term of the Agreement, or parcels acquired shall require a formal amendment, and federal approval.

10. **RELATIONSHIP OF THE PARTIES**. The GRANTEE shall perform as an independent party and not as an agent, representative, or employee of the COMMISSION. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.

11. **FEDERAL LAND ACQUISITION REQUIREMENTS.**

A. This Agreement is funded in whole by a grant from U.S. Fish and Wildlife Service, Habitat Conservation Land Acquisition Program,. As required by the terms of the FWS grant award letter (Attachment C-1), the land must be acquired and managed in perpetuity for the purposes identified in the Grant Award. In the event that the terms and conditions set forth in this Grant Award are not fully complied with, the property acquired with Federal Assistance Funds from the FWS, and the property used as a match for the grant award dollars will be subject to transfer, replacement or repayment to the United States Fish and Wildlife Service in accordance with 50 CFR 80.14.

B. The following language must be inserted on the recorded deed of land acquisition creating the Grant Property to the extent required by the amended Grant Award: "This land acquisition was acquired (in part) with funds provided by the U. S. Department of Interior, Fish and Wildlife Service, pursuant to Endangered Species Section 6 Recovery Land Acquisition Program covered under grant award F12AP00155 (FL-E-44-HL-1), and will be managed in for the purpose of this Grant Award, in accordance with applicable federal and State law. The land acquisition may not be disposed in any manner, or used for purposes inconsistent with the program for which it was acquired, without the prior approval of the Regional Director - Southeast Region, U. S. Fish and Wildlife Service."

C. The Grant Property must be acquired and managed in perpetuity for the purposes identified in the Grant Award. In the event that the terms and conditions set forth in this Grant Award are not fully complied with, the property acquired with Federal Assistance Funds from the USFWS, and the property used as a match for the grant award dollars will be subject to transfer, replacement or repayment to the United States Fish and Wildlife Service in accordance with 50 CFR 80.14. The obligation to make such transfer, replacement, or repayment shall be borne by GRANTEE.

D. For land acquisition, GRANTEE shall include in the final performance report a copy of the following documents: a recorded deed of covenant restrictions, title insurance policy or State's final title opinion, and a copy of a registered land survey, if any.

E. As applicable, GRANTEE shall comply with all federal laws, rules, and regulations, including but not limited to:

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- The Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5).
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)
- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

F. As applicable, GRANTEE shall comply with the following Office of Management and Budget Circulars:

- A-21 (2 CFR 220), Cost principles for Educational Institutions
- A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
- A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

G. Drug-Free Workplace: Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, GRANTEE will provide a drug-free workplace. Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment D. This includes the Drug-Free Workplace Requirement Certification.

12. DEBARMENT AND SUSPENSION.

A. In accordance with Executive Order 12549, Debarment and Suspension, GRANTEE shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the GRANTEE shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

B. Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION a completed copy the form entitled "Certifications and Assurances," Attachment C. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. PROHIBITION AGAINST LOBBYING.

A. The GRANTEE certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative contract. If any non-Federal funds are used for lobbying activities as described above in connection with this Agreement, the GRANTEE shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying," and shall file quarterly updates of any material changes. The GRANTEE shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

B. Pursuant to the Lobbying Disclosure Act of 1995, the GRANTEE agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

C. In accordance with Section 216.347, F.S., the GRANTEE is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the COMMISSION's Inspector General, or other authorized State official, GRANTEE shall provide any type of information the Inspector General deems relevant to the GRANTEE's integrity or responsibility.

D. Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION a completed of copy the form entitled "Certifications and Assurances," Attachment C. This includes the Certification Regarding Lobbying.

14. INSURANCE REQUIREMENTS

A. To the extent required by law, the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers'

Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

B. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

C. The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

15. PUBLIC RECORDS.

A. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

B. Pursuant to Section 119.0701, F.S., the Contractor shall comply with the following:

- **i.** Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- **ii.** Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- **iii.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- **iv.** Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

16. RECORD KEEPING REQUIREMENTS.

A. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. FWS, the COMMISSION, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The GRANTEE agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolve and final action taken.

C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

D. The federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via s single, searchable website, which is www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. The GRANTEE agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

17. FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS. In accordance with section 215.97, F.S., the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment D, entitled "Requirements of the Federal and Florida Single Audit Acts." attached hereto and made a part of the Agreement, as applicable.

18. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S.

19. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. In accordance with section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

20. SEVERABILITY, CHOICE OF LAW, and CHOICE OF VENUE.

A. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

B. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

21. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

22. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

23. **PUBLIC ENTITY CRIMES.**

A. Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

B. Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION a completed copy the form entitled "Certifications and Assurances," Attachment B. This includes the Certification Regarding Public Entity Crimes.

24. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the COMMISSION shall consider the employment by the GRANTEE of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the GRANTEE knowingly employs unauthorized aliens.

25. **EMPLOYMENT ELIGIBILITY VERIFICATION.**

A. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires COMMISSION contracts in excess of nominal value to expressly require GRANTEE to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by GRANTEE during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. If GRANTEE does not have an E-Verify MOU in effect, the GRANTEE must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. The GRANTEE further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COMMISSION or other authorized state entity

consistent with the terms of the GRANTEE's enrollment in the program. This includes maintaining a copy of proof of the GRANTEE's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the COMMISSION may treat a failure to comply as a material breach of the Contract.

26. **Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay GRANTEE believes is excusable under this paragraph, GRANTEE shall notify the COMMISSION in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if GRANTEE could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date GRANTEE first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The COMMISSION, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify GRANTEE of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the COMMISSION. GRANTEE shall not be entitled to an increase in the Contract price or payment of any kind from the COMMISSION for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, GRANTEE shall perform at no increased cost, unless the COMMISSION determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the COMMISSION or the State, in which case, the COMMISSION may do any or all of the following: (1) accept allocated performance or deliveries from GRANTEE, provided that GRANTEE grants preferential treatment to the COMMISSION with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by GRANTEE for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

27. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

_____

Name: Gene M. Valentino

Title: Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

_____

Nick Wiley

Executive Director

Date: _____

Approved as to form and legality:

_____
FWC Attorney

Attachments and Exhibits in this Agreement include the following:

Attachment	A	Original Federal Grant Proposal
Attachment	A-1	Federal Grant Proposal and Scope of Work for Alternate Parcel
Attachment	B	Original Federal Award Letter
Attachment	B-1	Amendment to Federal Grant F12AP00155 (FL-E-44-HL-1)
Attachment	C	Florida Single Audit Act Requirements
Exhibit	1	Federal Resources Award
Attachment	D	Certifications and Assurances
Attachment	E	Comptroller Contract Payment Requirements

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Aug. 12, 2013

ATTACHMENT A

PROJECT STATEMENT

State: Florida

Project Title: Land acquisition for recovery and management of Perdido Key Beach Mice, Escambia County, Florida

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PURPOSE

The purpose of the proposed grant request is to benefit the recovery of the endangered Perdido Key beach mouse (*Peromyscus polionotus trissyllepsis;* PKBM) through purchase of property that is situated at strategic location within the remaining PKBM habitat and the developing PKBM preserve design. The property owner of one of the largest remaining private parcels remaining on Perdido Key that contains high quality habitat and documented occurrences of the Perdido Key Beach Mouse has indicated interest in selling the property. The property occupies the area between the frontal dunes of Perdido Key State Park and the high elevation scrub dunes on private lands that were the subject of the 2006 revision to critical habitat. Escambia County has indicated an interest in acquiring and managing the parcel, and may pursue acquiring the north portion of the parcel (not a part of the Habitat Conservation Plan project area) for additional preservation and beach access purposes. Total federal dollars requested are $3,000,000 for a total project cost of $4,017,022.

OVERVIEW

Prior to and immediately following the hurricane season of 2004, coastal development and redevelopment of Perdido Key began to substantially increase. Land values rose considerably. The traditional method of land acquisition for offsetting impacts to listed species was hindered due to the high cost of land. Further, recovery efforts for the PKBM were needed Key-wide and would be best managed from a centralized entity rather than on an individual property basis. Because of the current and anticipated requests for permits, the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Escambia County (County) realized that consistency and streamlining of the process were needed. Formalizing the process and objectives was recognized by the three entities through participation in an intergovernmental agreement. The Intergovernmental Agreement, signed in December 2005, established a Conservation Fund for PKBM based on a Conservation Strategy and Business Plan completed for the PKBM. The Conservation Fund donations, obtained through State and Federal sections 7 and 10 permitting actions, is used to fund conservation actions intended to perpetuate a viable population of PKBM in native habitat on Perdido Key.

As of January 2011, the USFWS has issued 76 "no permit needed for U.S. Endangered Species Act (ESA) coverage" letters and 44 "permit needed for ESA coverage" letters relative to the ESA for projects on private property in Perdido Key, Florida. Twelve (12) incidental take permits (ITP) have been issued by the FWS in response to permit applications and Habitat Conservation Plans (HCP). Another six ITP applications have been submitted to the FWS and are pending. The USFWS estimates

that 60-100 ITPs could be issued for coastal development on private lands that could impact PKBM habitat.

Escambia County, realizing the need to address conservation of PKBM and permit streamlining, decided to seek a Key-wide ITP from the FWS in 2007. The County received a USFWS Planning Assistance grant for $492,000 to prepare an HCP to be used in the TIP application. The County Board of County Commissioners approved the draft HCP and has submitted it to the USFWS for final processing; it is anticipated to be published in the Federal Register for public comment this spring or summer.

The FWC has worked closely with USFWS to facilitate recovery of threatened and endangered coastal species on Perdido Key. The State of Florida also has a similar permitting permit program related to development and impacts to State protected species. Both agencies have worked together and with the County to streamline the process and provide the needed conservation for the PKBM.

The overall goal of obtaining lands is to reconnect habitat fragmented by development and provide habitat corridors between the three recovery populations of PKBM – all in public ownership. In the case of this parcel, its primary benefit to the PKBM preserve that is being carved out is to prove a corridor from the primary and secondary dunes of PKSP and the high elevation scrub dunes that are on private lands. These high elevation dunes do provide year-round habitat for PKBM, but most importantly, they serve as refugia during hurricanes. In the last 10-15 years, research showed beach mice that survive hurricane storm surges in the high-elevation scrub dunes become the founders of the new beach mouse population that will eventually re-occupy the primary dunes inundated by the storm. To conserve and recover all beach mouse populations, it is essential that high-elevation dunes be maintained and connected to the primary dunes. For this reason, critical habitat was re-drawn and designated to include these high-elevation dunes in 2006. The proposed land acquisition connects on its west boundary to the Florencia parcel, which was acquired in 2008 using HCP acquisition funding with County match funding. The Florencia parcel, in turn, connects to the 290-acre Perdido Key State Park, which is almost entirely PKBM habitat. To the east of the proposed land acquisition is an additional 80 acres of PKBM habitat on private lands. These parcels are in various stages of project review in which PKBM habitat preserves are being designed and coordinated. If projects are finalized as anticipated, the development on these private lands may preserve 40 acres of PKBM habitat in conservation easements. Their access to frontal dunes will go through the parcel proposed for land acquisition.

The combination of the temporary decline in the housing market and the BP Deepwater Horizon oil spill that lingered on and off the shores of Perdido Key throughout the summer of 2010 has created a window of opportunity to acquire land at prices well below that which has been seen over the post-Ivan housing boom. The parcel being pursued for acquisition was not damaged in any way by the events related to the oil spill.

Interim land acquisition assistance will be provided by The Trust for Public Land (TPL), which is working with the landowner to acquire the entire 27-acre parcel. TPL then proposes to convey the property in two separate transactions: the critical 20 acres that comprise the primary PKBM habitat is proposed to be conveyed to the County using HCP funding; and the remaining 7 acres are proposed to be conveyed to the County using other funding sources, for preservation and beach access uses. As with the previous HCP acquisition, the County would partner with the FWC and the Service to manage the land for the optimum benefit of the beach mouse. The County, FWC, and U.S. Fish and Willdife

Service (Service) share oversight of the PKBM fund which has already been established to collect and allocate funding to PKBM management. This partnership will significantly increase the County's standing in regard to being awarded the grant.

Acquisition of this property would be the fourth parcel under the Service's current beach mouse HCP land acquisition grant project and the second for the Perdido Key beach mouse subspecies. This grant was awarded internally within the Service n FY99 and FY00 for all Gulf Coast beach mouse subspecies in Alabama and Florida. The grant was first allocated for Alabama beach mouse land acquisition. Purchase of beachfront property because of a lack of willing sellers never occurred in Alabama, and attention was directed at the Florida subspecies in 2001. In 2002 and 2003, two parcels of property in Walton County, Florida were purchased with the help of TPL for the benefit of the Choctawhatchee beach mouse (Stallworth Preserve and the Garfield tract), and in 2008, the last of the HCP funding was used to acquire the Florencia parcel, again with the acquisition assistance of TPL

BACKGROUND

The Perdido Key beach mouse (*Peromyscus polionotus trissyllepsis*) was federally listed as an endangered species in 1985 under the Endangered Species Act of 1973 (50 FR 23872, June 6, 1985). Critical habitat was designated for the subspecies concurrently (50 CFR § 17.95) and was revised in 2006 (71 FR 60238). The PKBM is presently classified as a Spotlight Species by the U.S. Fish and Wildlife Service. The PKBM also is listed as an endangered species by the State of Florida (Rule 68A-27.003, Florida Administrative Code [F.A.C.]). Fragmentation, adverse alteration, and loss of habitat from coastal development are considered to be the primarily factors for the subspecies' decline.

The Perdido Key beach mouse is one of the most critically endangered mammals in North America, and habitat loss is the primary threat to its continued existence. Few parcels of undeveloped coastal dune habitat exist in northwest Florida, and such areas are particularly rare on Perdido Key. Opportunities to expand existing public land areas on Perdido Key are especially scarce. This approximately 20-acre parcel is part of a contiguous corridor with Perdido Key State Park which is one of three recovery populations for the beach mouse. The parcel is also within designated critical habitat for the PKBM.

Beach mice inhabit coastal dune ecosystems on the Atlantic and Gulf Coasts of Florida and the Gulf Coast of Alabama. The dune habitat is generally categorized as primary dunes (characterized by sea and other grasses), secondary dunes (similar to primary dunes, but also frequently include such plants as woody goldenrod, false rosemary), and interior or scrub dunes (often dominated by scrub oaks and yaupon holly. Contrary to the early belief that beach mice were restricted to, or preferred the frontal dunes, more recent research has shown that scrub habitat serves an invaluable role in the persistence of beach mouse populations. Beach mice occupy scrub dunes on a permanent basis and studies have found no detectable differences between scrub and frontal dunes in beach mouse body mass, home range size, dispersal, reproduction, survival, food quality, and burrow site availability. While seasonally abundant, the availability of food resources in the primary and secondary dunes fluctuates. In contrast, the scrub habitat provides a more stable level of food resources, which becomes crucial when food is scarce or nonexistent in the primary and secondary dunes. This suggests that access to primary, secondary and scrub dune habitat is essential to beach mice at the individual level.

The PKBM mouse is endemic to northwest Florida. Historically, PKBM were documented to occur on Perdido Key in coastal dune habitat between Perdido Bay, Alabama and Pensacola Bay, Florida. Historical information indicates that both Pensacola Pass and Perdido Pass were natural inlets. The existing navigation channel project at Pensacola Pass (east end of Perdido Key) was authorized in 1962 and the Perdido Pass navigation channel project was authorized in 1971.

PKBM populations have existed since the late 1970s as isolated populations along its historic range (16.9 miles). The effects of hurricane Frederic (1979) coupled with increased habitat fragmentation due to human development led to the extirpation of all but one population of PKBM. The less than 30 individuals at Gulf State Park, Alabama (at the westernmost end of Perdido Key) were once the only known existing population of PKBM. Beach mice from this site were used to reestablish PKBM at Gulf Islands National Seashore (GINS) between 1986 and 1988. By 1999 the population at Gulf State Park was considered extirpated. In 2000, 10 PKBM (five pairs) was relocated from GINS to Perdido Key State Park. In February of 2001, this relocation was supplemented with an additional 32 PKBM (16 pairs). The PKBM were released on both north and south sides of SR 292 in suitable habitat. Two years of quarterly survey trapping indicated that the relocations of PKBM to PKSP were successful and this was considered an established population. PKBM were also trapped on private land (the proposed land acquisition parcel in fact) between GINS and PKSP in 2004, providing additional documentation of current occurrences of the mouse. Based on the similarity of habitat between these areas and the rest of Perdido Key, as well as the continuity of the habitat, the mouse is believed to inhabit other private properties where suitable habitat exists north and south of SR 292. In March of 2010, 48 captive reared PKBM were released at Gulf State Park and closely monitored for survival and behavior. As of September 2010, that PKBM population was estimated at nearly 100 individuals and appeared to establish itself. Finally, in April of 2010, trapping results confirmed tracking data that PKSP had been re-populated by PKBM that had come from either GINS or private lands north of SR 292. PKBM suitable habitat occurs on 42 percent of Perdido Key in Alabama and Florida (1,300 acres of 2,949 acres[1]).

Habitat loss and fragmentation associated with residential and commercial real estate development are the most important factors contributing to the endangered status of beach mice. Other contributing factors include low population numbers, habitat loss from a variety of reasons (e.g., hurricanes, predation or competition by animals related to human development [cats and house mice]), and the existing strength or lack of regulations regarding coastal development.

The Recovery Plan for the three Gulf coast beach mouse subspecies (Perdido Key, Choctawhatchee, and Alabama beach mice) identifies the primary recovery objectives and criteria for the three subspecies. Federal recovery objectives are to stabilize present populations by preventing further habitat deterioration and re-establish populations in areas where they were extirpated. Recovery criteria that must be met for each of the subspecies to be considered for federal reclassification to threatened status are a minimum of three distinct, self-sustaining populations in critical habitat areas and a minimum of 50 percent of the critical habitat must be protected and occupied by beach mice. The Service completed a five-year status review of the PKBM in 2007 and noted the recovery criteria are not up-to-date in regard to the subspecies' status and threats. Impacts to PKBM and PKBM habitat quality have

[1]Information was calculated by U.S. Fish and Wildlife Service in Panama City, Florida using 2004 DOQQ aerial photography, 2005 parcel data from Baldwin County, Alabama, and 2005 parcel data from Escambia County, Florida.

increased in the recent past from feral cat populations and residential and commercial development. With the additional stress of the active 2004 and 2005 hurricane seasons, PKBM habitat remains in poor condition in many places and merely recovering in others.

The listing of PKBM was based on data collected in 1983-84, and at that time the mouse was recovering from the effects of Hurricane Frederick in 1979. Following Hurricane Frederick, estimated population numbers based on trapping were 13 PKBM found at one location (Gulf State Park). Just prior to listing, only one PKBM was captured in trapping surveys, this again being at Gulf State Park. Since that time, numbers have fluctuated dramatically based on hurricanes and/or translocation efforts, but were at their highest documented estimates just prior to Hurricane Ivan in 2004 at between 500-800 individuals. This was a result of significant partnership efforts and included translocation and habitat restoration on public lands. Even with the destructive hurricanes in 2004 and 2005, current numbers of PKBM, while low (no population estimates are available), are greater than one mouse and mice have been confirmed at all three public lands within their geographical range.

Protection and enhancement of existing populations and their habitat, plus reestablishment of populations in suitable areas within their historic ranges, are necessary for the subspecies survival and recovery. Core beach mouse populations remain isolated and are vulnerable to natural and anthropogenic factors that may further reduce or degrade habitat and/or directly reduce beach mouse population sizes. Maximizing the number of independent populations is critical to species survival. Protection of a single, isolated, minimally viable population risks the extirpation or extinction of a species as a result of harsh environmental conditions, catastrophic events, or genetic deterioration over several generations. To reduce the risk of extinction through these processes, it is important to establish multiple protected populations across the landscape.

EXPECTED RESULTS OR BENEFITS

The acquisition of the property will directly benefit the endangered Perdido Key beach mouse through conservation of suitable habitat for the subspecies. The acquisition will provide a buffer to public lands that already protect and are designated as critical habitat for the beach mouse (Perdido Key Beach State Park).

The property is an irregular shaped polygon that is approximately 1200 x 700 x 700 x 1300 feet along its boundaries. The western boundary is River Road, which forms the eastern boundary of the Florencia HCP project. To the east of the project is another privately owned, undeveloped parcel. The parcel's north boundary is the portion of the parcel that TPL proposes to acquire and work with the County on a public conveyance for beach access and preservation. The properties south boundary includes numerous small privately owned commercial parcels that front Perdido Key Drive (S.R. 292). The habitat on the property is composed of secondary dune habitat in good condition that has recovered fairly from the effects of the hurricane seasons of 2004 and 2005. The habitat is sparsely to densely vegetated by typical dune plants including sea oats, bluestem, evening primrose, seaside pennywort, beach pea, and beach grass.

The property is within the historic range of the PKBM and, because the Service has confirmed the presence of the beach mouse from a survey and trapping activities on the site, it is considered to be a very high priority parcel for the species' recovery and survival.

Recovery actions identified in the federal recovery plan for PKBM include acquiring, protecting, restoring, and connecting dune habitat. This project would accomplish these actions.

PROJECT PARTNERS

The following approach will be implemented by the partners to meet the objective:

Florida Fish and Wildlife Conservation Commission

The FWC is the entity within the State of Florida responsible for conserving and managing animal species protected under the State's Endangered Species Program. They are also the state agency that administers the Service's endangered species grant program under section 6 of the Endangered Species Act.

1. FWC will prepare and submit an application to the Service for the federal funds necessary to facilitate this proposed acquisition.

2. FWC will enter into a third party, cost-reimbursement agreement with Escambia County to make the federal funds available to the County to assist in the purchase of the subject property on Perdido Key in Escambia County, Florida.

3. FWC will provide technical assistance to Escambia County to prepare and implement a Management Plan for the property.

Trust for Public Land

The Trust for Public Land (TPL) is a national, non-profit organization that helps to conserve land for improved quality of life and to protect natural and historic resources for future generations. TPL has been instrumental in working with FWC and FWS on three previous beach mouse HCP land acquisition projects. They are currently assisting both agencies in pursuing the subject acquisition. Their experience, creativity, and willingness to see a project through to completion will greatly improve the chances for a successful acquisition of this property, and result in significant benefits to the recovery of beach mice.

1. In addition to acting as the lead negotiator with the landowner and interim titleholder, TPL will assist Escambia County, the USFWS, and the State in obtaining required due diligence documents to the standards required by the grant.

2. TPL will assist Escambia County in preparing a state Florida Communities Trust (FCT) grant in 2012 seeking reimbursement for some or all of the County's matching funds, should the County choose to pursue that grant. TPL worked successfully with Walton County on two previous HCP projects to obtain the FCT funds, which are non-federal monies and were determined to be compatible with the golas and objectives of the HCP program. FCT grants can only be managed for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the property.

3. TPL has and will continue to facilitate communication between the various partners and oversee the acquisition process required by the County and the HCP program.

Escambia County

1. After the land acquisition is completed, Escambia County will be the property owner and manager.

2. The County is responsible for providing the required grant match.

3. If the Escambia County Board of County Commissioners decides to apply for land acquisition cost reimbursement from FCT grant program, Escambia County will be the applicant on the FCT grant.

4. Escambia County will be responsible for preparing and implementing a Management Plan for the property.

Florida Park Service/ Perdido Key State Park

1. The Florida Park Service may provide technical and operational assistance to Escambia County in the preparation and implementation of the Management Plan for the property.

U. S. Fish and Wildlife Service

1. The FWS will assist Escambia County in acquiring the subject property through the FWS's HCP Land Acquisition program by providing funding for up to 75 percent of the appraised value.

2. The FWS will provide technical assistance to Escambia County to prepare the Management Plan for the subject property.

LOCATION

The subject property is contained wholly within the coastal strand ecosystem. The land acquisition will contain approximately 20 acres of the 27-acre parcel, which lies adjacent to River Road near the intersection of SR 292 and River Road on Perdido Key. The habitat on the property consists of good quality secondary dune habitats. The habitats will be restored with planting of native vegetation as needed. Protection of the site will include installation of sand fencing or post and rope fencing to direct pedestrian traffic. Other anticipated actions may, but not necessarily, include nature trails directed away from the prime habitat areas, an observation pavilion for passive nature viewing and enjoyment, and educational signs describing the dune ecosystem, identification of coastal plants and animals and their habitats and their protection. A small impacted area along River Road near the properties southern border could be used for public parking to use the site or as overflow from the County beach access across SR 292.

Estimated Cost:

Land purchase costs	$ 4,000,000
Closing Costs	$3,000
FWC Indirect Costs	$1872
FWC Direct Costs	$150
Appraisals	$12,000
Total Purchase Cost	**$4,017,022**
Non-federal share	
State Share	$0
County Share	$1,050,000
Federal Share Requested (74%)	$2,967,022
Total Grant	$4,017,022

Figure 1. General map of the subject property in relation to the state of Florida and other parcels acquired by through HCP grants.

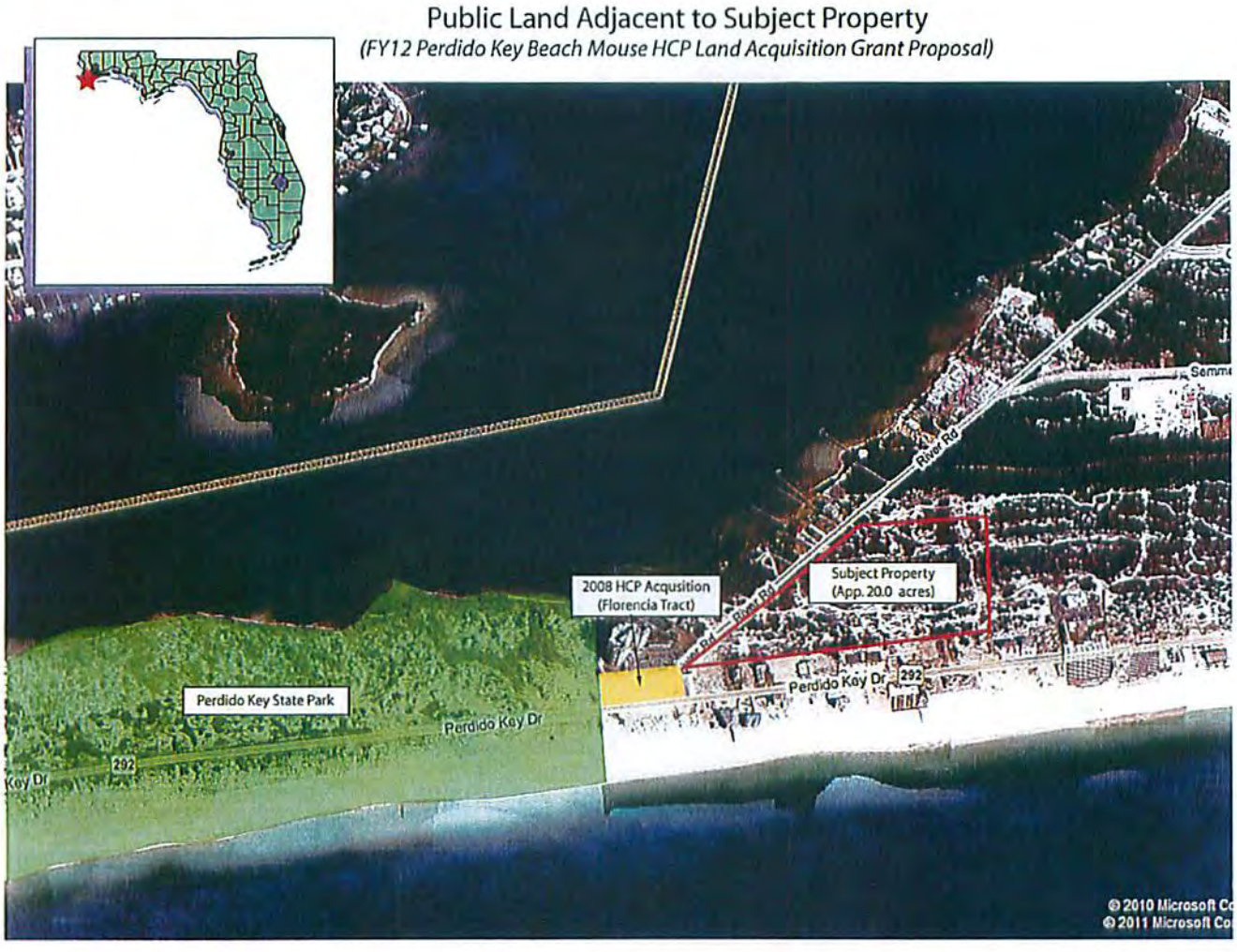

Figure 2: Location of parcel of acquisition interest (highlighted in red) and proximity to previous HCP acquisition (Florencia parcel in yellow), which connects to Perdido Key State Park on the west (highlighted in green).

Figure 3: Closer view of the parcel of acquisition interest.

ATTACHMENT A-1

PROJECT STATEMENT

State: Florida

Project Title: Land acquisition for recovery and management of Perdido Key Beach Mice, Escambia County, Florida

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PURPOSE

The purpose of the proposed grant request is to benefit the recovery of the endangered Perdido Key beach mouse (*Peromyscus polionotus trissyllepsis;* PKBM) through purchase of property that is situated at strategic locations within the remaining PKBM habitat and the developing PKBM preserve design. The property owner of one of the remaining private parcels remaining on Perdido Key that contains high quality habitat and documented occurrences of the Perdido Key Beach Mouse has given The Trust for Public Land an option to acquire the 4+/- acre property. The property is located on a primary dune on the Gulf and is the subject of the 2006 revision to critical habitat. Escambia County has indicated an interest in acquiring and managing the parcel for preservation and beach access purposes. Total federal dollars requested are $2,325,000for a total project cost of $3,100,000.

OVERVIEW

Prior to and immediately following the hurricane season of 2004, coastal development and redevelopment of Perdido Key began to substantially increase. Land values rose considerably. The traditional method of land acquisition for offsetting impacts to listed species was hindered due to the high cost of land. Further, recovery efforts for the PKBM were needed Key-wide and would be best managed from a centralized entity rather than on an individual property basis. Because of the current and anticipated requests for permits, the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Escambia County (County) realized that consistency and streamlining of the process were needed. Formalizing the process and objectives was recognized by the three entities through participation in an intergovernmental agreement. The Intergovernmental Agreement, signed in December 2005, established a Conservation Fund for PKBM based on a Conservation Strategy and Business Plan completed for the PKBM. The Conservation Fund donations, obtained through State and Federal sections 7 and 10 permitting actions, is used to fund conservation actions intended to perpetuate a viable population of PKBM in native habitat on Perdido Key.

As of January 2011, the USFWS has issued 76 "no permit needed for U.S. Endangered Species Act (ESA) coverage" letters and 44 "permit needed for ESA coverage" letters relative to the ESA for projects on private property in Perdido Key, Florida. Twelve (12) incidental take permits (ITP) have been issued by the FWS in response to permit applications and Habitat Conservation Plans (HCP). Another six ITP applications have been submitted to the FWS and are pending. The USFWS estimates that 60-100 ITPs could be issued for coastal development on private lands that could impact PKBM habitat.

Escambia County, realizing the need to address conservation of PKBM and permit streamlining, decided to seek a Key-wide ITP from the FWS in 2007. The County received a USFWS Planning Assistance grant for $492,000 to prepare an HCP to be used in the TIP application. The County Board of County Commissioners approved the draft HCP and has submitted it to the USFWS for final processing; it is anticipated to be published in the Federal Register for public comment this spring or summer.

The FWC has worked closely with USFWS to facilitate recovery of threatened and endangered coastal species on Perdido Key. The State of Florida also has a similar permitting permit program related to development and impacts to State protected species. Both agencies have worked together and with the County to streamline the process and provide the needed conservation for the PKBM.

The overall goal of obtaining lands is to reconnect habitat fragmented by development and provide habitat corridors between the three recovery populations of PKBM – all in public ownership. In the case of this parcel, its primary benefit to the PKBM preserve is to provide protection of the primary dune of PKSP. The high elevation dunes do provide year-round habitat for PKBM, but most importantly, they serve as refugia during hurricanes. In the last 10-15 years, research showed beach mice that survive hurricane storm surges in the high-elevation scrub dunes become the founders of the new beach mouse population that will eventually re-occupy the primary dunes inundated by the storm. To conserve and recover all beach mouse populations, it is essential that high-elevation dunes be maintained and connected to the primary dunes. For this reason, critical habitat was re-drawn and designated to include these high-elevation dunes in 2006. The proposed land acquisition is located close to the Florencia parcel, which was acquired in 2008 using HCP acquisition funding with County match funding. The Florencia parcel, in turn, connects to the 290-acre Perdido Key State Park, which is almost entirely PKBM habitat. To the east of the proposed land acquisition is an additional 80 acres of PKBM habitat on private lands. These parcels are in various stages of project review in which PKBM habitat preserves are being designed and coordinated. If projects are finalized as anticipated, the development on these private lands may preserve 40 acres of PKBM habitat in conservation easements. Their access to frontal dunes will go through the parcel proposed for land acquisition.

The combination of the temporary decline in the housing market and the BP Deepwater Horizon oil spill that lingered on and off the shores of Perdido Key throughout the summer of 2010 has created a window of opportunity to acquire land at prices well below that which has been seen over the post-Ivan housing boom. The parcel being pursued for acquisition was not damaged in any way by the events related to the oil spill.

Interim land acquisition assistance will be provided by The Trust for Public Land (TPL), which is working with the landowner to acquire the entire 4.13-acre parcel. TPL then proposes to convey the property to the County in one transaction. As with the previous HCP acquisition, the County would partner with the FWC and the USFWS to manage the land for the optimum benefit of the beach mouse. The County, FWC, and USFWS share oversight of the PKBM fund which has already been established to collect and allocate funding to PKBM management. This partnership will significantly increase the County's standing in regard to being awarded the grant.

Acquisition of this property would be the fourth parcel under the USFWS current beach mouse HCP land acquisition grant project and the second for the Perdido Key beach mouse subspecies. This grant was awarded internally within the Service n FY99 and FY00 for all Gulf Coast beach mouse subspecies in Alabama and Florida. The grant was first allocated for Alabama beach mouse land acquisition. Purchase of beachfront property because of a lack of willing sellers never occurred in Alabama, and attention was directed at the Florida subspecies in 2001. In 2002 and 2003, two parcels of property in Walton County, Florida were purchased with the help of TPL for the benefit of the Choctawhatchee beach mouse (Stallworth Preserve and the Garfield tract), and in 2008, the last of the HCP funding was used to acquire the Florencia parcel, again with the acquisition assistance of TPL

BACKGROUND

The Perdido Key beach mouse (*Peromyscus polionotus trissyllepsis*) was federally listed as an endangered species in 1985 under the Endangered Species Act of 1973 (50 FR 23872, June 6, 1985). Critical habitat was designated for the subspecies concurrently (50 CFR § 17.95) and was revised in 2006 (71 FR 60238). The PKBM is presently classified as a Spotlight Species by the USFWS. The PKBM also is listed as an endangered species by the State of Florida (Rule 68A-27.003, Florida Administrative Code [F.A.C.]). Fragmentation, adverse alteration, and loss of habitat from coastal development are considered to be the primarily factors for the subspecies' decline.

The Perdido Key beach mouse is one of the most critically endangered mammals in North America, and habitat loss is the primary threat to its continued existence. Few parcels of undeveloped coastal dune habitat exist in northwest Florida, and such areas are particularly rare on Perdido Key. Opportunities to expand existing public land areas on Perdido Key are especially scarce. This approximately 4 acre parcel is part of a corridor with Perdido Key State Park which is one of three recovery populations for the beach mouse. The parcel is also within designated critical habitat for the PKBM.

Beach mice inhabit coastal dune ecosystems on the Atlantic and Gulf Coasts of Florida and the Gulf Coast of Alabama. The dune habitat is generally categorized as primary dunes (characterized by sea and other grasses), secondary dunes (similar to primary dunes, but also frequently include such plants as woody goldenrod, false rosemary), and interior or scrub dunes (often dominated by scrub oaks and yaupon holly. Contrary to the early belief that beach mice were restricted to, or preferred the frontal dunes, more recent research has shown that scrub habitat serves an invaluable role in the persistence of beach mouse populations. Beach mice occupy scrub dunes on a permanent basis and studies have found no detectable differences between scrub and frontal dunes in beach mouse body mass, home range size, dispersal, reproduction, survival, food quality, and burrow site availability. While seasonally abundant, the availability of food resources in the primary and secondary dunes fluctuates. In contrast, the scrub habitat provides a more stable level of food resources, which becomes crucial when food is scarce or nonexistent in the primary and secondary dunes. This suggests that access to primary, secondary and scrub dune habitat is essential to beach mice at the individual level.

The PKBM mouse is endemic to northwest Florida. Historically, PKBM were documented to occur on Perdido Key in coastal dune habitat between Perdido Bay, Alabama and Pensacola Bay, Florida. Historical information indicates that both Pensacola Pass and Perdido Pass were natural inlets. The existing navigation channel project at Pensacola Pass (east end of Perdido Key) was authorized in 1962 and the Perdido Pass navigation channel project was authorized in 1971.

PKBM populations have existed since the late 1970s as isolated populations along its historic range (16.9 miles). The effects of hurricane Frederic (1979) coupled with increased habitat fragmentation due to human development led to the extirpation of all but one population of PKBM. The less than 30 individuals at Gulf State Park, Alabama (at the westernmost end of Perdido Key) were once the only known existing population of PKBM. Beach mice from this site were used to reestablish PKBM at Gulf Islands National Seashore (GINS) between 1986 and 1988. By 1999 the population at Gulf State Park was considered extirpated. In 2000, 10 PKBM (five pairs) was relocated from GINS to Perdido Key State Park. In February of 2001, this relocation was supplemented with an additional 32 PKBM (16 pairs). The PKBM were released on both north and south sides of SR 292 in suitable habitat. Two years of quarterly survey trapping indicated that the relocations of PKBM to PKSP were successful and this was considered an established population. PKBM were also trapped on private land (the proposed land acquisition parcel in fact) between GINS and PKSP in 2004, providing additional documentation of current occurrences of the mouse. Based on the similarity of habitat between these areas and the rest of Perdido Key, as well as the continuity of the habitat, the mouse is believed to inhabit other private properties where suitable habitat exists north and south of SR 292. In March of 2010, 48 captive reared PKBM were released at Gulf State Park and closely monitored for survival and behavior. As of September 2010, that PKBM population was estimated at nearly 100 individuals and appeared to establish itself. Finally, in April of 2010, trapping results confirmed tracking data that PKSP had been re-populated by PKBM that had come from either GINS or private lands north of SR 292. PKBM suitable habitat occurs on 42 percent of Perdido Key in Alabama and Florida (1,300 acres of 2,949 acres[1]).

Habitat loss and fragmentation associated with residential and commercial real estate development are the most important factors contributing to the endangered status of beach mice. Other contributing factors include low population numbers, habitat loss from a variety of reasons (e.g., hurricanes, predation or competition by animals related to human development [cats and house mice]), and the existing strength or lack of regulations regarding coastal development.

The Recovery Plan for the three Gulf coast beach mouse subspecies (Perdido Key, Choctawhatchee, and Alabama beach mice) identifies the primary recovery objectives and criteria for the three subspecies. Federal recovery objectives are to stabilize present populations by preventing further habitat deterioration and re-establish populations in areas where they were extirpated. Recovery criteria that must be met for each of the subspecies to be considered for federal reclassification to threatened status are a minimum of three distinct, self-sustaining populations in critical habitat areas and a minimum of 50 percent of the critical habitat must be protected and occupied by beach mice. The Service completed a five-year status review of the PKBM in 2007 and noted the recovery criteria are not up-to-date in regard to the subspecies' status and threats. Impacts to PKBM and PKBM habitat quality have increased in the recent past from feral cat populations and residential and commercial development. With the additional stress of the active 2004 and 2005 hurricane seasons, PKBM habitat remains in poor condition in many places and merely recovering in others.

[1]Information was calculated by U.S. Fish and Wildlife Service in Panama City, Florida using 2004 DOQQ aerial photography, 2005 parcel data from Baldwin County, Alabama, and 2005 parcel data from Escambia County, Florida.

The listing of PKBM was based on data collected in 1983-84, and at that time the mouse was recovering from the effects of Hurricane Frederick in 1979. Following Hurricane Frederick, estimated population numbers based on trapping were 13 PKBM found at one location (Gulf State Park). Just prior to listing, only one PKBM was captured in trapping surveys, this again being at Gulf State Park. Since that time, numbers have fluctuated dramatically based on hurricanes and/or translocation efforts, but were at their highest documented estimates just prior to Hurricane Ivan in 2004 at between 500-800 individuals. This was a result of significant partnership efforts and included translocation and habitat restoration on public lands. Even with the destructive hurricanes in 2004 and 2005, current numbers of PKBM, while low (no population estimates are available), are greater than one mouse and mice have been confirmed at all three public lands within their geographical range.

Protection and enhancement of existing populations and their habitat, plus reestablishment of populations in suitable areas within their historic ranges, are necessary for the subspecies survival and recovery. Core beach mouse populations remain isolated and are vulnerable to natural and anthropogenic factors that may further reduce or degrade habitat and/or directly reduce beach mouse population sizes. Maximizing the number of independent populations is critical to species survival. Protection of a single, isolated, minimally viable population risks the extirpation or extinction of a species as a result of harsh environmental conditions, catastrophic events, or genetic deterioration over several generations. To reduce the risk of extinction through these processes, it is important to establish multiple protected populations across the landscape.

EXPECTED RESULTS OR BENEFITS

The acquisition of the property will directly benefit the endangered Perdido Key beach mouse through conservation of suitable habitat for the subspecies. The acquisition will provide a buffer to public lands that already protect and are designated as critical habitat for the beach mouse (Perdido Key Beach State Park).

The property is an irregular shaped polygon that is approximately 330 x 582 x 521 x 347 feet along its boundaries. The habitat on the property is composed of primary dune habitat in good condition that has recovered fairly from the effects of the hurricane seasons of 2004 and 2005. The habitat is sparsely to densely vegetated by typical dune plants including sea oats, bluestem, evening primrose, seaside pennywort, beach pea, and beach grass.

There is a previous development footprint on the subject parcel measuring approximately 300 x 120 comprising approximately 0.80± acres that would be utilized to provide for much needed parking and public access to the Gulf of Mexico.

The property is within the historic range of the PKBM and, because the USFWS has confirmed the presence of the beach mouse from a survey and trapping activities on the site, it is considered to be a very high priority parcel for the species' recovery and survival.

Recovery actions identified in the federal recovery plan for PKBM include acquiring, protecting, restoring, and connecting dune habitat. This project would accomplish these actions.

PROJECT PARTNERS

The following approach will be implemented by the partners to meet the objective:

Florida Fish and Wildlife Conservation Commission

The FWC is the entity within the State of Florida responsible for conserving and managing animal species protected under the State's Endangered Species Program. They are also the state agency that administers the Service's endangered species grant program under section 6 of the Endangered Species Act.

1. FWC will prepare and submit an application to the Service for the federal funds necessary to facilitate this proposed acquisition.

2. FWC will enter into a third party, cost-reimbursement agreement with Escambia County to make the federal funds available to the County to assist in the purchase of the subject property on Perdido Key in Escambia County, Florida.

3. FWC will provide technical assistance to Escambia County to prepare and implement a Management Plan for the property.

Trust for Public Land

The Trust for Public Land (TPL) is a national, non-profit organization that helps to conserve land for improved quality of life and to protect natural and historic resources for future generations. TPL has been instrumental in working with FWC and FWS on three previous beach mouse HCP land acquisition projects. They are currently assisting both agencies in pursuing the subject acquisition. Their experience, creativity, and willingness to see a project through to completion will greatly improve the chances for a successful acquisition of this property, and result in significant benefits to the recovery of beach mice.

1. In addition to acting as the lead negotiator with the landowner and interim titleholder, TPL will assist Escambia County, the USFWS, and the State in obtaining required due diligence documents to the standards required by the grant.

2. TPL will assist Escambia County in preparing a state Florida Communities Trust (FCT) grant in 2012 seeking reimbursement for some or all of the County's matching funds, should the County choose to pursue that grant. TPL worked successfully with Walton County on two previous HCP projects to obtain the FCT funds, which are non-federal monies and were determined to be compatible with the golas and objectives of the HCP program. FCT grants can only be managed for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the property.

3. TPL has and will continue to facilitate communication between the various partners and oversee the acquisition process required by the County and the HCP program.

Escambia County

1. After the land acquisition is completed, Escambia County will be the property owner and manager.

2. The County is responsible for providing the required grant match.

3. If the Escambia County Board of County Commissioners decides to apply for land acquisition cost reimbursement from FCT grant program, Escambia County will be the applicant on the FCT grant.

4. Escambia County will be responsible for preparing and implementing a Management Plan for the property.

Florida Park Service/ Perdido Key State Park

1. The Florida Park Service may provide technical and operational assistance to Escambia County in the preparation and implementation of the Management Plan for the property.

U. S. Fish and Wildlife Service

1. The USFWS will assist Escambia County in acquiring the subject property through the FWS's HCP Land Acquisition program by providing funding for up to 75 percent of the appraised value.

2. The USFWS will provide technical assistance to Escambia County to prepare the Management Plan for the subject property.

LOCATION

The subject property is contained wholly within the coastal strand ecosystem. The land acquisition will contain approximately 4.13 acres and is located on the Gulf of Mexico at Perdido Key. The habitat on the property consists of good quality primary dune habitat. The habitat will be restored with planting of native vegetation as needed. Protection of the site will include installation of a dune walkover, and supplemental sand fencing or post and rope fencing to direct pedestrian traffic. Other anticipated actions may include educational signs describing the dune ecosystem, identification of coastal plants and animals and their habitats and their protection.

Estimated Cost:

Land purchase costs	$ 3.100,000
Closing Costs	3,000
Administrative Overhead	35,000
Appraisals	12,000
Total Purchase Cost	**$3,150,000**
Non-federal share	
State Share	$0
County Share	$787,500
Federal Share Requested (74%)	$2,362,500
Total Grant	$3,150,000

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PERDIDO KEY DR
06-4S-32

ATTACHMENT B

United States Department of the Interior

FISH AND WILDLIFE SERVICE
1875 Century Boulevard
Atlanta, Georgia 30345

May 10, 2012

RECEIVED
FISH AND WILDLIFE

MAY 15 2012

OFFICE OF THE
EXECUTIVE DIRECTOR

IN REPLY REFER TO:
FWS/R4/WSFR

Mr. Nick Wiley, Executive Director
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

Dear Mr. Wiley:

The Grant Award for F12AP00155 (FL-E-44-HL-1), "Land Acquisition for Recovery and Management of Perdido Key Beach Mice, Escambia County, Florida," has been approved effective January 1, 2012. The original signed copies of the approved documents have been forwarded to your grant coordinator. The Grant Award is approved for the period from January 1, 2012 to December 31, 2012 in the amount of $4,017,022 of which the Federal Share is $2,967,022. However, note that only 10 percent ($296,702) of the Federal share was obligated with the understanding that the balance of $2,670,320 is contingent upon our receipt and approval of an appraisal and review appraisal report by State licensed appraisers. When these documents have been completed, you must attach these documents to an amendment of the Grant Award requesting the remaining funds to complete the land purchase.

Copies of the approved document and "Special Conditions" have been e-mailed to your grant coordinator.

Note that as a result of our transition to FBMS, the grant numbering has changed. Please, at a minimum, use the new FBMS number in all correspondence related to this grant award. Our preference and suggestion is to use both the new and old numbers, as above, in all correspondence.

Terms of Acceptance: Per http://www.doi.gov/pam/TermsandConditions.html, acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following: Program legislation/regulation, Assurances, Special Conditions and Code of Federal Regulations and other Regulatory Requirements, as applicable.

Please contact me at (404) 679-4154 or Mr. Fernando Núñez-García at (404) 679-7357, if you have any questions.

Sincerely yours,

A. Keith Taniguchi

for Michael L. Piccirilli
Chief – Wildlife and Sport Fish Restoration

ATTACHMENT B-1

United States Department of the Interior

FISH AND WILDLIFE SERVICE
1875 Century Boulevard
Atlanta, Georgia 30345

May 3, 2013

RECEIVED
FISH AND WILDLIFE
MAY 9 2013
OFFICE OF THE
EXECUTIVE DIRECTOR

IN REPLY REFER TO
FWS/R4/WSFR

Mr. Nick Wiley, Executive Director
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

Dear Mr. Wiley:

Your request to change the scope of the Grant Award F12AP00155 (FL-E-44-HL-1), "Land Acquisition for Recovery and Management of Perdido Key Beach Mice, Escambia County, Florida," to use the awarded grant funds to pursue an alternate parcel has been approved effective March 26, 2012. All other Grant Award conditions remain the same. Please note that no amendment was created in our Financial and Business Management System to change the award scope as the Grant Award financial information was not modified. All documents related to the change in scope will be filed with Amendment No. 1.

The Grant Award is approved for the period from January 1, 2012 to December 31, 2013 in the amount of $4,017,022 of which the Federal Share is $2,967,022. However 10 percent ($296,702) of the Federal share was obligated with the understanding that the balance of $2,670,320 is contingent upon our receipt and approval of an appraisal and review appraisal report by State licensed appraisers. When these documents have been completed, you must attach these documents to a request for amendment of the Grant Award to obligate the remaining funds and complete the land purchase.

A copy of this letter was emailed to your grant coordinator. Please contact me at (404) 679-4154 or Mr. Fernando Núñez-García at (404) 679-7357, if you have any questions.

Sincerely yours,

Michael L. Piccirilli
Chief – Wildlife and Sport Fish Restoration

ATTACHMENT C

REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities)

or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

None

PART IV: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Contact the Commission's Audit Director by phone at (850) 488-6068.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

EXHIBIT 1

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Agency:	Florida Fish and Wildlife Conservation Commission
Federal Agency:	U.S. Fish and Wildlife Service
Federal Program:	Cooperative Endangered Species Conservation Fund - HCP Planning Assistance Grant Program
CFDA No.:	15-615
Recipient:	Escambia County, Florida
Amount:	$2,965,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The Contractor shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Charter 4., C., I., attached hereto and made a part hereof as Attachment C.

Federal Program:
List applicable compliance requirements as follows:

1. Federal match requirement as per grant, Attachment A.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

None

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT D

Attachment D
CERTIFICATIONS AND ASSURANCES

The COMMISSION will not award this Contract unless GRANTEE completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, GRANTEE provides the following certifications and assurances:

A. **Debarment and Suspension Certification (2 CFR Part 1400)**

B. **Certification Regarding Lobbying (31 U.S.C. 1352)**

C. **Certification Regarding Public Entity Crimes (section 287.133, F.S.)**

D. **Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (for federally funded Contracts)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned GRANTEE certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Contract 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;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If GRANTEE is unable to certify to any of the statements in this certification, GRANTEE shall attach an explanation to this Contract.

B. CERTIFICATION REGARDING LOBBYING

The undersigned GRANTEE certifies, to the best of his or her knowledge and belief, that:

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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid 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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall

also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

GRANTEE hereby certifies that neither it, nor any person or affiliate of GRANTEE, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

GRANTEE understands and agrees that it is required to inform the COMMISSION immediately upon any change of circumstances regarding this status.

E. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Contract relies on federal funds)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the GRANTEE (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   a. The dangers of drug abuse in the workplace.
   b. The policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation and employee assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph G.1. of this certification.

4. Notifying the employee in the statement required by paragraph G.1. of this certification that, as a condition of employment under the Contract, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the COMMISSION in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
    a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
    b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the GRANTEE is an individual, the GRANTEE certifies that:

1. As a condition of the grant, GRANTEE will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, GRANTEE will report the conviction, in writing, within 10 calendar days of the conviction, to the COMMISSION When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

By signing below, GRANTEE certifies the representations outlined in parts A through E above are true and correct.

_____
(Signature and Title of Authorized Representative)

_____
Contractor Date

_____
(Street)

_____
(City, State, ZIP Code)

- End of Attachment D –

ATTACHMENT E

ATTACHMENT E

Comptroller Contract Payment Requirements
Department of Financial Services, Bureau of Accounting and Auditing
Voucher Processing Handbook (10/07/97)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4972 **County Administrator's Report 12. 24.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: 2013/2014 Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2013/2014 Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2013/2014 Emergency Solutions Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve an ESG Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of $87,689, to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street, effective October 3, 2013, through September 30, 2014; and

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

[Funding: Fund 110, ESG, Cost Center to be assigned]

BACKGROUND:

On July 11, 2013, the Board approved the Escambia Consortium 2013 Annual Plan (**Exhibit I**) which incorporated $122,946 in 2013 HUD Emergency Solutions Grant (ESG) funding with $87,689 specifically designated to support operational costs associated with the Loaves and Fishes Soup Kitchen, Inc.'s homeless center located at 257 East Lee Street. This Agreement provides for the continuation of long standing ESG support for Loaves and Fishes Soup Kitchen and details requirements for implementation of the 2013 ESG in conformity with the governing requirements of the McKinney Homeless Assistance Act. The 2013/2014 Agreement (**Exhibit II**) in the amount of $87,689 will encompass a twelve month period from October 3, 2013 through September 30, 2014. HUD has approved the County's 2013 Annual Plan and the ESG funds will be available for use in October 2013.

Loaves and Fishes' homeless center at 257 East Lee Street is the major provider of transitional housing for homeless families, as well as a primary soup kitchen serving the homeless within the area. This funding will support a portion of the salary, utility, insurance, transportation, supportive service and related costs associated with the operation of the facility in accordance

with 24 CFR Part 576.21(a)(3) of the HUD ESG regulations. ESG funds can only be used to support delivery of services targeting the homeless.

BUDGETARY IMPACT:

The $87,689 in 2013 ESG funding has been incorporated in the FY 2014 County budget in Fund 110/Other Grants. The Agreement is specifically contingent upon the award of the ESG funds by HUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The 2013/2014 Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal ESG Agreement is required to provide funding to sponsoring agencies and the Agreement must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval and countersignature by the Board Chairman, implementation of the Agreement will be coordinated with Loaves and Fishes. Neighborhood Enterprise Foundation, Inc. (NEFI) will continue to monitor the Agreement and complete required reports and grant closeout documentation as required by HUD. The content of this recommendation and the date on which the Board will consider same have been communicated to Mr. Rick Humphreys, Executive Director of Loaves and Fishes.

Attachments

Exhibit I

Exhibit II

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued

10. Continued…

D. Authorizing 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 authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

11. Adopting the Resolution *(R2013-76)* approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110), in the amount of $148,054, to recognize proceeds from two State of Florida, Division of Emergency Management, Grant Agreements, and to appropriate these funds for the Department of Community Affairs Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

12. Taking the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned) (a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at http://www.myescambi.com [Community/Neighborhood Enterprise Foundation Program Plans and Reports]):

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

B. Authorizing the Interim County Administrator to execute all 2013 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.

EXHIBIT II

EMERGENCY SOLUTIONS GRANT AGREEMENT
(Loaves and Fishes Soup Kitchen, Inc.)

THIS AGREEMENT, is executed on this the **3rd day of October, 2013**, by and between **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida non-profit corporation, hereinafter referred to as "Loaves and Fishes"; and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County"; for the sole purpose of providing Emergency Solutions Grant Program ("ESGP") and affordable housing funds to partially support operating costs of the Loaves and Fishes Homeless Center.

WITNESSETH

WHEREAS, the pressing issue of homelessness is of paramount interest to the community, and

WHEREAS, the County has been designated to receive formula funding under the U. S. Department of Housing and Urban Development's Emergency Solutions Grant Program, hereinafter referred to as "ESGP," and

WHEREAS, the County desires to commit said funds to programs or agencies directly impacting upon the homeless dilemma, especially with regard to homeless families, and

WHEREAS, Loaves and Fishes has a history of assistance to the less fortunate, and

WHEREAS, Loaves and Fishes operates a homeless center on a continuous basis for the less fortunate.

NOW THEREFORE, the parties to this Agreement consent to the following provisions as designated herein:

ARTICLE I

Supervision

1. Parties hereto agree that the Neighborhood Enterprise Foundation, Inc., hereinafter referred to as "NEFI," shall act as the County's agent for purposes of administering this Agreement. For liaison purposes, the designated contact for each party is:

County: Randy Wilkerson
Neighborhood Enterprise Foundation, Inc.
P.O. Box 18178
Pensacola, Florida 32523-8178
Phone: (850) 458-0466 FAX: (850) 458-0464

Loaves and Fishes: Rick Humphreys
Loaves and Fishes Soup Kitchen, Inc.
P.O. Box 1303
Pensacola, Florida 32596
Phone: (850) 438-7616

ARTICLE II

Funding

2. The County agrees to provide a maximum of **Eighty Seven Thousand Six Hundred Eighty Nine Dollars and No Cents ($87,689.00)** in Emergency Solutions Grant Program funds specifically for use in reimbursing Loaves and Fishes for salary and operating support, supplies/equipment, transportation and utility costs associated with the homeless facility located at 257 East Lee Street in Pensacola, Florida as detailed in **EXHIBIT A** of this Agreement. All assistance provided by the County in support of this Agreement shall conform to the provisions of 24 CFR Part 576, including specifically Part 576.102, and Loaves and Fishes shall agree to also comply with the provisions of same where required.

2.1 Financial support for this Agreement is solely available to the County from the HUD Emergency Solutions Grant Program ("ESGP"), Grant #E-13-UC-12-0022. The County will make every effort to begin providing funds to Loaves and Fishes on or before November 1, 2013, or within thirty (30) days of the execution of this Agreement, whichever occurs first, subject only to release of ESGP funds to the County by the U. S. Department of Housing and Urban Development.

ARTICLE III

Term of Agreement

3. This Agreement shall commence on the **3rd day of October, 2013**, and terminate on **September 30, 2014**, except as otherwise provided herein.

3.1 If Loaves and Fishes should fail to perform the duties as defined herein, the County may terminate this contract with written ten (10) day notification. Further, should Federal ESGP funding for this project cease to be made available to the County, this Agreement shall be terminated immediately without penalty to the County and written notice shall be issued to Loaves and Fishes indicating such cancellation. The County shall not reimburse, nor be obligated to provide support to Loaves and Fishes for any expenses in excess of the total ESGP funding provided to the County by the U. S. Department of Housing and Urban Development.

3.2 Notwithstanding any provision above, County reserves unto itself the right to terminate this Agreement immediately, if in its sole determination, Loaves and Fishes has failed to provide the services required by this Agreement in a satisfactory manner, or if Loaves and Fishes violates any applicable law, rule or regulation.

ARTICLE IV

Utilization of Funds

4. Loaves and Fishes shall provide to NEFI individual/itemized cost estimates, invoices, or receipts for all items procured and costs expended to fully document each item to be reimbursed with ESGP or County Affordable Housing funds under this Agreement. Prior to expenditure of

any funds by the County, Loaves and Fishes shall provide documentation to NEFI clearly detailing costs, which are eligible for reimbursement through this Agreement. The County shall, upon recommendation by NEFI, reimburse Loaves and Fishes for those salary and/or operating costs identified in **EXHIBIT A** in the amount of the vendor invoice or other acceptable documentation presented to NEFI by Loaves and Fishes. Failure to comply with the above requirements shall cause the County to terminate this Agreement in accordance with Sections 3.1 and/or 3.2 and suspend any pending payments.

ARTICLE V

Distribution of Funds

5. Within fifteen (15) days after presentation of appropriate documentation of those reimbursable salary and/or operating costs as identified in **EXHIBIT A** of this Agreement and as required in Section 4 of this Agreement, the County, upon recommendation by NEFI, shall reimburse the invoice amount to Loaves and Fishes to the extent that the aggregate payments do not exceed the maximum contract amount specified in Article 2 of this Agreement. The final decision regarding acceptability of documentation and issuance of payments shall rest with NEFI in consultation with the Finance Division of the Escambia County Clerk of the Circuit Court's Office.

ARTICLE VI

Matching Funds

6. Loaves and Fishes guarantees the availability of at least **$87,689** in non-federal local matching funds to support staffing and other costs associated with the operation of the homeless center located at 257 East Lee Street in Pensacola, Florida. Failure to provide such matching funds shall automatically void this Agreement, and shall subject Loaves and Fishes to repayment of any ESGP funds dispersed by the County under this Agreement. Said matching funds shall be expended concurrently with the expenditure of ESGP funds. The documentation of the matching funds shall comply with the requirements of 24 CFR Part 576.51. Loaves and Fishes shall provide to NEFI, documentation of the budget and expenditure of such funds through its audited financial statements and/or other forms of source documentation deemed acceptable to NEFI and County.

ARTICLE VII

Obligation for Continued Use

7. In return for the assistance and support provided through this Agreement, Loaves and Fishes shall ensure the continuing operation of the homeless facility described in Section 11 of this Agreement to meet the needs of homeless persons, especially homeless families, within Escambia County, Florida, for a period of at least five (5) years from the date of execution of this Agreement. Continuing availability of and access to the facility by the homeless is a primary requirement of this Agreement. Failure to make such use of the property will be deemed a terminable event at the option of the County.

7.1 Should, at any time during this five (5) year period, Loaves and Fishes cease to operate the facility or elect to dispose of any equipment items procured with ESGP funds, the County and NEFI shall be immediately notified in writing of this decision. In this event, subject to negotiations between Loaves and Fishes, the County, and the U. S. Department of Housing and Urban Development, and subject to compliance with applicable laws and regulations, Loaves and Fishes may be required to repay all or part of the ESGP funds previously expended under this Agreement upon its failure to comply with this provision.

ARTICLE VIII

Cooperation and Expedience

8. All parties shall cooperate to provide for implementation of this Agreement in the most expedient manner possible.

ARTICLE IX

Fair and Equal Access

9. Loaves and Fishes shall provide access to the facility and services to all people in need regardless of sex, race, color, national origin, religious preference, familial status, handicap, disability, or marital status. All services shall be provided on a non-discriminatory basis at all times. Failure to comply with this provision shall be basis for termination of this Agreement by the County in accordance with Section 3 of this Agreement.

ARTICLE X

Secular Use

10. Loaves and Fishes Soup Kitchen, Inc., is an incorporated, non-profit corporation organized under the laws of the State of Florida with IRS 501(c)(3) status and functions primarily as a social service organization with specific emphasis upon assisting the homeless and the less fortunate. Loaves and Fishes shall not operate as a church or other religious entity.

ARTICLE XI

Homeless Services and Assistance to Homeless Persons

11. Loaves and Fishes operates a homeless center (facility) located at 257 East Lee Street in Pensacola, Florida. The facility has capacity for temporarily housing up to a minimum of nine (9) families through availability of a minimum of nine (9) efficiency units. Dining and "community" space is provided in a central common area within the facility. Additionally, the congregate dining area in the facility has the capacity to serve a minimum of 150 homeless individuals, including both the residents and homeless individuals in the community. The facility is centrally located and accessible to the homeless population. Additionally, Loaves and Fishes provides an array of counseling, social and supportive services for homeless clients through its Center and related activities.

11.1 Homeless individuals and families must be given assistance by Loaves and Fishes in obtaining:

(a) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling supervision, and other services essential for achieving independent living; and

(b) Other Federal, State, local, and private assistance available for such individuals.

ARTICLE XII

Limitations Concerning Liability

12. Loaves and Fishes is an independent entity and is not a part of Escambia County, a political subdivision of the State of Florida. Further, this Agreement is not intended to create an employer/employee, partnership or joint venture relationship between the County or Loaves and Fishes and its respective directors, officers, employees or agents. Loaves and Fishes agrees to indemnify and save harmless the County and NEFI and their respective Commissioners, agents, directors, and employees from all claims, suits, judgments, costs, or damages associated with this contract or services provided at the homeless shelter. The indemnification provided above shall obligate Loaves and Fishes to defend at its own expense or to provide for such a defense, at County's and/or NEFI option, any and all claims of liability in suits and actions of every name and description that may be brought against the County and/or NEFI. The execution of this Agreement by Loaves and Fishes shall constitute compliance with the foregoing provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

12.1 Loaves and Fishes shall continually maintain the following minimum levels of insurance during the term of this Agreement: Comprehensive General Liability insurance in an amount of at least $300,000 per occurrence, Automobile insurance coverage for all owned, non-owned, and hired automobiles, including employee non-ownership use, and Workers' Compensation coverage for all workers' compensation obligations whether legally required or not, with coverage of at least $100,000 each person-accident, $100,000 each person-disease, $500,000 aggregate-disease.

ARTICLE XIII

Records Maintenance Requirements

13. The County, NEFI, and Loaves and Fishes agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation. The method of maintaining such records and the acceptability thereof shall be in the sole discretion of the County.

13.1 Loaves and Fishes shall maintain project specific records and accounts that shall at all times be subject to inspection, review and/or audit for a period of six (6) years following the termination

of this Agreement, unless said records are the subject of audit or litigation, in which case such records are to be maintained indefinitely pending completion of said audit or litigation. Access to such records shall be provided to the County, NEFI, the U. S. Department of Housing and Urban Development, and/or other duly authorized parties upon request.

ARTICLE XIV

Client Reporting

14. Loaves and Fishes shall provide a monthly report to NEFI denoting the number of people served at the homeless facility or other relevant information as NEFI and the County may require in a fashion mutually acceptable to the County, NEFI and Loaves and Fishes for the duration of this Agreement.

14.1 It is mandatory that Loaves and Fishes actively and continually participate in data collection and reporting requirements of the Homeless Management Information system (HMIS) as administered by EscaRosa Coalition on the Homeless, Inc. Such reporting shall at all times be in compliance with HMIS reporting requirements and shall include all HUD mandated data elements.

ARTICLE XV

Nepotism

15. Loaves and Fishes agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XVI

Program Income

16. ESGP (HUD Grant) funds provided hereunder shall be in the form of a grant and no program income will result from the project.

ARTICLE XVII

Uniform Requirements

17. Loaves and Fishes will comply with all applicable provisions of the uniform requirements associated with the expenditure of HUD Grant funds for the support of homeless facilities as prescribed in 24 CFR Part 576, amendments thereto, and laws and procedures required hereunder.

ARTICLE XIII

General Provisions

18. Loaves and Fishes agree that the contents of **EXHIBITS A and B** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Loaves and Fishes agrees:

18.1 To abide by Chapter 119, Florida Statutes, as the same may be amended form time to time, and which is incorporated by reference herein;

18.2 To permit and facilitate such audits and reviews as may be required by HUD, the Escambia County Comptroller's Office, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

18.3 To produce all documents upon request by the County, HUD, or the authorized representatives of each;

18.4 Loaves and Fishes functions primarily as a social service organization with specific emphasis upon assisting the homeless and less fortunate, and Loaves and Fishes intends to maintain such function for the duration of this Agreement.

ARTICLE XIX

Understanding of Terms

19. This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article III Sections 3.1 and 3.2 above. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

19.2 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

19.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, 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.

19.4 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.

19.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

19.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ATTEST:

Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By:_____
Gene M. Valentino, Chairman

BCC Approved: October 3, 2013

Escambia County Legal Department Approval:

This document approved as to form and legal sufficiency.
By: _____
Title: AOA
Date: 8/28/13

[Loaves and Fishes Soup Kitchen, Inc. Signature page follows]

WITNESSED:

LOAVES AND FISHES SOUP KITCHEN, INC.,
a not for profit corporation organized
under the laws of the State of Florida

By:_____
Rick Humphreys, Executive Director

_____

Print Name:_____

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Rick Humphreys, Executive Director of Loaves and Fishes Soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who

___ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

EXHIBIT A

ESG Proposed Budget
2013-2014

Item Category	Contract Amount
Utility Costs (electricity,water, gas,sewer,garbage, phone)	**25,000.00**
Transportation Costs (gas,oil,vehicle/maintenance, vehicle insurance)	**4,400.00**
Facility Insurance Coverage (liability, property)	**5,400.00**
Salaries	**43,000.00**
Audit (Required for Grant)	**3,250.00**
Miscellaneous Items (food, kitchen supplies, cleaning supplies, shelter maintenance, personal care supplies, etc.)	**6,639.00**
Total Budget	**87,689.00**

Date: 8/23/13

EXHIBIT B
LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters

20. Section 3 of the Housing and Community Development Act of 1968, as amended

21. Age Discrimination Act of 1975

22. Provisions Regarding Access to and Maintenance of Records

23. Conflict of Interest Provisions

24. Anti-Lobbying Certification

25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities

26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)

27. Ownership of Project Copyrights and Patents (if applicable)

28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Loaves and Fishes Soup Kitchen, Inc will provide a drug-free 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 prohibitions;

(b) Establishing a 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;

(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 employer 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(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;

(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).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **Loaves and Fishes Soup Kitchen, Inc.** Date: October 3, 2013

Grant Program Name: EMERGENCY SHELTER GRANT PROGRAM

Grant Number: E-13-UC-12-0021

Loaves and Fishes Soup Kitchen, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: 257 East Lee Street

Pensacola, Florida 32503

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED:_____

Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____
Certifying Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Project Name: ESG (2013)

Name: Rick Humphreys

Title: Executive Director

Firm/Agency: Loaves and Fishes Soup Kitchen, Inc.

Street Address: 257 East Lee Street
Pensacola, Fl 32503

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose: THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. **Affirmative Action Plan:** Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

3. **HUD Section 3 Plan and Compliance Requirements** (if applicable to this project): Any successful vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

4. **Access to Related Documents:** Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

5. **Interest of Certain Federal and Other Officials**

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

6. **Reporting, Copyrights, and Patent**

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

7. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended (applicable to Federally assisted construction contracts and related subcontracts $10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

8. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq, the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirement of Section the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all r114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of regulations and guidelines issued hereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' off to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

9. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities): Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Activities undertaken under this contract are subject to the provisions of the Flood Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction

purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

10. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deeded necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of six (6) years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

11. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

12. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia- Pensacola Human Relations

Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

13. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of $7.67/hour be paid (*the minimum wage required in the State of Florida is higher than the Federal Minimum Wage, therefore the higher of the two rates shall be paid*);
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of $10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine ($1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

14. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

15. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

16. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603, and requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

17. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Sub-Contractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4984 **County Administrator's Report 12. 25.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Recommendation to approve Contract between Board of County Commissioners and Florida Department of Health in Escambia County 2013/2014
From: John J. Lanza, MD, PhD, MPH, FAAP, Director
Organization: Florida Dept. of Health in Esc. Co.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2013-2014:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services; Providing for an Effective Date," for the Contract year of October 1, 2013, through September 30, 2014; and

B. Authorize the Chairman to sign the Resolution and the Contract.

BACKGROUND:

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health enter into a contract for the operation of the Escambia County Health Department, as authorized by Florida Statutes, Chapter 154.

BUDGETARY IMPACT:

The Escambia County Board of County Commissioners agrees to appropriate $337,649 to Escambia County Health Department for the fiscal year October 1, 2013 through September 30, 2014.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01 Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary care for special populations...The Department of Health shall enter into contracts with several counties for the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This recommendation requires the approval of the recommended Resolution and requires that the Board Chairman sign the attached contract.

Attachments

Resolution FDOH

FDOH Contract 13-14

Resolution Number R2013-_____

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF CERTAIN MEDICAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into a contractual agreement for the provision of certain medical services with the State of Florida, Department of Health, Escambia County Health Department; and

WHEREAS, the Board of County Commissioners has considered the contract by and between the Escambia County Health Department and the Escambia County Board of County Commissioners and has determined the contract to be reasonable; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County that this contract be approved.

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

Section 1. That the attached contract dated October 1, 2013, between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department hereby is approved as presented.

Section 2. That 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

Approved as to form and legal sufficiency.

By/Title: ACA
Date: 9/17/13

CONTRACT BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE ESCAMBIA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2013-2014

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2013.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the County Health Departments created throughout Florida.

D. It is necessary for the parties hereto to enter into this Agreement in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2013, through September 30, 2014, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 8,578,095 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $337,649 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the

County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Bureau of Budget Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Bureau of Budget Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Escambia County Health Department
1295 W. Fairfield Drive
Pensacola, FL 32501

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for Statewide Services. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year *(This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site).*

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all county-purchasing procedures must be followed in their entirety, and such

compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;

iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount

which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for Statewide Services has approved the transfer. The Deputy Secretary for Statewide Services shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2014 for the report period October 1, 2013 through December 31, 2013;

ii. June 1, 2014 for the report period October 1, 2013 through March 31, 2014;

iii. September 1, 2014 for the report period October 1, 2013 through June 30, 2014; and

iv. December 1, 2014 for the report period October 1, 2013 through September 30, 2014.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an

obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2014, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:	For the County:
Cynthia Rhodes Name	Amy Lovoy Name
Finance & Accounting Director Title	Budget Director Title
1295 W, Fairfield Drive	P.O. Box 1597
Pensacola, FL 32501 Address	Pensacola, FL 32501 Address
(850) 595-6417 x201 Telephone	(850) 595-4956 Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 24 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2013.

BOARD OF COUNTY COMMISSIONERS

FOR ESCAMBIA COUNTY

SIGNED BY : _____

NAME: Gene M. Valentino

TITLE: Chairman Escambia County BOCC

DATE: _____

ATTESTED TO: Pam Childers
Clerk of the Circuit Court

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

BCC Approved: _____

Approved as to form and legal sufficiency:

BY: _____

NAME: Kristin Hual

TITLE: ACA

DATE: 9/17/13

STATE OF FLORIDA

DEPARTMENT OF HEALTH

SIGNED BY: _____

NAME: John H. Armstrong, MD

TITLE: Surgeon General/Secretary of Health

DATE: September 8, 2013

SIGNED BY: _____

NAME: John L. Lanza, MD. PhD, MPH, FAAP

TITLE: CHD Director/Administrator

DATE: 08.26.13

BY: _____

NAME: Rodney M. Johnson, Chief Counsel
Northwest Law Office
Florida Department of Health

DATE: 8-23-2013

ATTACHMENT I

ESCAMBIA COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Monthly reporting on DH Form 1008*. Additional reporting requirements, under development, will be required. The additional reporting requirements will be communicated upon finalization.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization levels as documented in Florida. SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

		Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012).
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/13	1,152,421	4,252,043	5,404,464
2. Drawdown for Contract Year October 1, 2013 to September 30, 2014	471,888	614,260	1,086,148
3. Special Capital Project use for Contract Year October 1, 2013 to September 30, 2014	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2013 to September 30, 2014	680,533	3,637,783	4,318,316

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects,

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	AIDS PREVENTION	60,000	0	60,000	0	60,000
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	0	0	0	0	0
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040	DUVAL TEEN PREGANCY PREVENTION - DUVAL	0	0	0	0	0
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	HEALTHY START GENERAL REVENUE CHD	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	LA LIGA-LEAGUE AGAINST CANCER - MIAMI-DADE	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE - ORANGE	0	0	0	0	0
015040	MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	PREPAREDNESS GRANT MATCH	95,000	0	95,000	0	95,000
015040	SCHOOL HEALTH GENERAL REVENUE	155,000	0	155,000	0	155,000
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040	STD GENERAL REVENUE	21,415	0	21,415	0	21,415
015040	TREASURE COAST MIDWIFERY - MARTIN	0	0	0	0	0
015040	AIDS SURVEILLANCE	50,000	0	50,000	0	50,000
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040	ALG/CONTR TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	ALG/PRIMARY CARE	315,000	0	315,000	0	315,000
015040	COMMUNITY TB PROGRAM	84,000	0	84,000	0	84,000
015040	DENTAL SPECIAL INITIATIVES	0	0	0	0	0
015040	FAMILY PLANNING GENERAL REVENUE	105,000	0	105,000	0	105,000
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	35,000	0	35,000	0	35,000
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040	SPECIAL NEEDS SHELTER PROGRAM	5,000	0	5,000	0	5,000
015040	MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015050	NON-CATEGORICAL GENERAL REVENUE	3,300,000	0	3,300,000	0	3,300,000
GENERAL REVENUE TOTAL		4,325,415	0	4,325,415	0	4,325,415
2. NON GENERAL REVENUE - STATE						
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	24,767	0	24,767	0	24,767
015010	ENVIRONMENTAL HEALTH SUPERACT TOXIC PROGRAM	10,000	0	10,000	0	10,000
015010	DOH INDIRECT	191,564	0	191,564	0	191,564
015010	SCHOOL HEALTH TOBACCO TF	203,146	0	203,146	0	203,146
015010	TOBACCO COMMUNITY INTERVENTION	240,355	0	240,355	0	240,355
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG	0	0	0	0	0
015010	MEDICAID INCENTIVE FOR ELECTRONIC HEALTH RECORDS	46,597	0	46,597	0	46,597
015010	PUBLIC SWIMMING POOL PROGRAM	20,000	0	20,000	0	20,000
015010	TOBACCO ADMINISTRATION & MANAGEMENT	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015060	NON-CATEGORICAL TOBACCO REBASING	9,839	0	9,839	0	9,839

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
NON GENERAL REVENUE TOTAL		746,268	0	746,268	0	746,268
3. FEDERAL FUNDS - State						
007000	ABSTINENCE EDUCATION GRANT PROGRAM	0	0	0	0	0
007000	AIDS PREVENTION	183,814	0	183,814	0	183,814
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	131,770	0	131,770	0	131,770
007000	COASTAL BEACH MONITORING PROGRAM	12,605	0	12,605	0	12,605
007000	DENTAL SERVICES	0	0	0	0	0
007000	EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS	0	0	0	0	0
007000	EXPANDED TESTING INITIATIVE (ETI)	0	0	0	0	0
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	43,500	0	43,500	0	43,500
007000	HEPATITIS B VACCINATION PILOT PROJECT	0	0	0	0	0
007000	IMMUNIZATION AFIX	0	0	0	0	0
007000	IMMUNIZATION FIELD STAFF EXPENSE	4,000	0	4,000	0	4,000
007000	MCH BGTF-HEALTHY START COALITIONS	0	0	0	0	0
007000	MINORITY AIDS INITIATIVE	0	0	0	0	0
007000	MINORITY INVOLVEMENT IN HIV/AIDS PROGRAM	0	0	0	0	0
007000	PREGNANCY ASSOCIATED MORTALITY PREVENTION	0	0	0	0	0
007000	PUBLIC HEALTH PREPAREDNESS BASE	422,688	0	422,688	0	422,688
007000	RYAN WHITE	81,182	0	81,182	0	81,182
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	131,937	0	131,937	0	131,937
007000	STATE OFFICE OF RURAL HEALTH	0	0	0	0	0
007000	STD FEDERAL GRANT - CSPS	59,182	0	59,182	0	59,182
007000	SYPHILIS ELIMINATION	0	0	0	0	0
007000	TOBACCO FAITH BASED PROJECT	0	0	0	0	0
007000	UNINTENDED/UNWANTED PREG-TEEN PREGNANCY PREV	59,825	0	59,825	0	59,825
007000	WIC BREASTFEEDING PEER COUNSELING	49,197	0	49,197	0	49,197
007000	ADULT VIRAL HEPATITIS PREVENTION & SURVEILLANCE	0	0	0	0	0
007000	AIDS SURVEILLANCE	0	0	0	0	0
007000	CHRONIC DISEASE PREVENTION & HEALTH PROMOTION	0	0	0	0	0
007000	COLORECTAL CANCER SCREENING	0	0	0	0	0
007000	ENHANCE COMPREHENSIVE PREVENTION PLANNING AND IMPL	0	0	0	0	0
007000	EPIDEMIOLOGY & LABORATORY CAPACITY HAI	0	0	0	0	0
007000	FGTF/AIDS MORBIDITY	0	0	0	0	0
007000	FGTF/FAMILY PLANNING-TITLE X	178,842	0	178,842	0	178,842
007000	HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000	IMMUNIZATION FEDERAL GRANT ACTIVITY SUPPORT	122,307	0	122,307	0	122,307
007000	MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000	MEDICARE RURAL HOSPITAL FLEXIBILITY PROGRAM	0	0	0	0	0
007000	MINORITY AIDS INITIATIVE TCE COLLABORATIVE	0	0	0	0	0
007000	PHP - CITIES READINESS INITIATIVE	0	0	0	0	0
007000	PUBLIC HEALTH INFRASTRUCTURE	0	0	0	0	0
007000	RAPE PREVENTION & EDUCATION	0	0	0	0	0
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	RYAN WHITE-CONSORTIA	0	0	0	0	0
007000	STATEWIDE ASTHMA PROGRAM	0	0	0	0	0
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	TEENAGE PREGNANCY PREVENTION REPLICATION	0	0	0	0	0
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State						
007000	WIC ADMINISTRATION	1,526,390	0	1,526,390	0	1,526,390
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
007055	ARRA FEDERAL GRANT - SCHEDULE C	0	0	0	0	0
015075	SCHOOL HEALTH TITLE XXI	498,023	0	498,023	0	498,023
015075	SCHOOL HEALTH - SUMMER FEEDING PROGRAM	1,150	0	1,150	0	1,150
015075	SCHOOL HEALTH	0	0	0	0	0
015075	SCHOOL HEALTH	0	0	0	0	0
FEDERAL FUNDS TOTAL		3,506,412	0	3,506,412	0	3,506,412
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	PUBLIC WATER ANNUAL OPER PERMIT	0	0	0	0	0
001020	TATTOO FACILITIES	24,700	0	24,700	0	24,700
001020	SWIMMING POOLS	72,700	0	72,700	0	72,700
001020	BODY PIERCING	3,450	0	3,450	0	3,450
001020	MOBILE HOME AND PARKS	28,784	0	28,784	0	28,784
001020	BIOHAZARD WASTE PERMIT	35,330	0	35,330	0	35,330
001020	TANNING FACILITIES	4,350	0	4,350	0	4,350
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	FOOD HYGIENE PERMIT	50,408	0	50,408	0	50,408
001020	LIMITED USE PUBLIC WATER SYSTEM	1,400	0	1,400	0	1,400
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001092	OSDS PERMIT FEE	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	200,000	0	200,000	0	200,000
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
001206	CENTRAL OFFICE SURCHARGE	0	0	0	0	0
001093	CHD ON-LINE BILLING FEE	0	0	0	0	0
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		421,122	0	421,122	0	421,122
5. OTHER CASH CONTRIBUTIONS - STATE						
010304	STATIONARY POLLUTANT STORAGE TANKS	910,000	0	910,000	0	910,000
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	471,888	0	471,888	0	471,888
031005	CHDTF CASH TRANSFER	0	0	0	0	0
OTHER CASH CONTRIBUTIONS TOTAL		1,381,888	0	1,381,888	0	1,381,888
6. MEDICAID - STATE/COUNTY						
001056	MEDICAID PHARMACY	0	0	0	0	0

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
6. MEDICAID - STATE/COUNTY						
001076	MEDICAID TB	0	0	0	0	0
001078	MEDICAID ADMINISTRATION OF VACCINE	0	42,000	42,000	0	42,000
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	0	163,200	163,200	0	163,200
001082	MEDICAID DENTAL	0	335,596	335,596	0	335,596
001083	MEDICAID FAMILY PLANNING	0	207,998	207,998	0	207,998
001087	MEDICAID STD	0	46,000	46,000	0	46,000
001089	MEDICAID AIDS	0	0	0	0	0
001147	MEDICAID HMO CAPITATION	0	0	0	0	0
001191	MEDICAID MATERNITY	0	0	0	0	0
001192	MEDICAID COMPREHENSIVE CHILD	0	66,640	66,640	0	66,640
001193	MEDICAID COMPREHENSIVE ADULT	0	0	0	0	0
001194	MEDICAID LABORATORY	0	0	0	0	0
001208	MEDIPASS $3.00 ADM. FEE	0	14,916	14,916	0	14,916
001059	MEDICAID LOW INCOME POOL	0	0	0	0	0
001051	EMERGENCY MEDICAID	0	0	0	0	0
001058	MEDICAID - BEHAVIORAL HEALTH	0	0	0	0	0
001071	MEDICAID - ORTHOPEDIC	0	0	0	0	0
001072	MEDICAID - DERMATOLOGY	0	0	0	0	0
001075	MEDICAID - SCHOOL HEALTH CERTIFIED MATCH	0	0	0	0	0
001069	MEDICAID - REFUGEE HEALTH	0	0	0	0	0
001055	MEDICAID - HOSPITAL	0	0	0	0	0
001148	MEDICAID HMO NON-CAPITATION	0	0	0	0	0
001074	MEDICAID - NEWBORN SCREENING	0	0	0	0	0
001180	DENTAL MEDICAID HMO	0	696,488	696,488	0	696,488
MEDICAID TOTAL		0	1,572,838	1,572,838	0	1,572,838
7. ALLOCABLE REVENUE - STATE						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL		0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	ADAP	0	0	0	1,421,181	1,421,181
	OTHER (SPECIFY)	0	0	0	0	0
	PHARMACY SERVICES	0	0	0	126,183	126,183
	TB SERVICES	0	0	0	0	0
	STD SERVICES	0	0	0	0	0
	WIC FOOD	0	0	0	6,929,336	6,929,336
	DENTAL SERVICES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	LABORATORY SERVICES	0	0	0	89,484	89,484
	IMMUNIZATION SERVICES	0	0	0	1,003,360	1,003,360
	CONSTRUCTION/RENOVATION	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	9,569,544	9,569,544

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008010	CONTRIBUTION FROM CITY GOVERNMENT	0	0	0	0	0
008020	CONTRIBUTION FROM HEALTH CARE TAX NOT THRU BCC	0	0	0	0	0
008040	BCC GRANT/CONTRACT	0	0	0	0	0
008030	CONTRIBUTION FROM HEALTH CARE TAX	0	0	0	0	0
008034	BCC CONTRIBUTION FROM GENERAL FUND	0	337,649	337,649	0	337,649
DIRECT COUNTY CONTRIBUTION TOTAL		0	337,649	337,649	0	337,649
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	CHD SUPPORT POSITION	0	0	0	0	0
001077	RABIES VACCINE	0	0	0	0	0
001077	PERSONAL HEALTH FEES	0	265,925	265,925	0	265,925
001077	CHILD CAR SEAT PROG	0	0	0	0	0
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	175,000	175,000	0	175,000
001114	NEW BIRTH CERTIFICATES	0	137,000	137,000	0	137,000
001115	VITAL STATISTICS - DEATH CERTIFICATE	0	245,000	245,000	0	245,000
001117	VITAL STATS-ADM. FEE 50 CENTS	0	8,500	8,500	0	8,500
001073	CO-PAY FOR THE AIDS CARE PROGRAM	0	0	0	0	0
001025	CLIENT REVENUE FROM GRC	0	0	0	0	0
001040	CELL PHONE ADMINISTRATIVE FEE	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	831,425	831,425	0	831,425
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	150,000	150,000	0	150,000
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	300	300	0	300
001190	HEALTH MAINTENANCE ORGANIZATION	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	63,613	63,613	0	63,613
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008050	SCHOOL BOARD CONTRIBUTION	0	88,000	88,000	0	88,000
008060	SPECIAL PROJECT CONTRIBUTION	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	30,200	30,200	0	30,200
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	1,125,619	1,125,619	0	1,125,619
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	617,260	617,260	0	617,260
011000	GRANT-DIRECT	0	160,200	160,200	0	160,200

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
011000	DIRECT-ARROW	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-ARROW	0	0	0	0	0
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
010402	RECYCLED MATERIAL SALES	0	0	0	0	0
010303	FDLE FINGERPRINTING	0	0	0	0	0
007050	ARRA FEDERAL GRANT	0	0	0	0	0
001010	RECOVERY OF BAD CHECKS	0	0	0	0	0
008065	FCO CONTRIBUTION	0	0	0	0	0
011006	RESTRICTED CASH DONATION	0	0	0	0	0
028000	INSURANCE RECOVERIES	0	0	0	0	0
001033	CMS MANAGEMENT FEE - PMPMPC	0	0	0	0	0
010400	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
010500	REFUGEE HEALTH	0	0	0	0	0
005045	INTEREST EARNED-THIRD PARTY PROVIDER	0	0	0	0	0
005043	INTEREST EARNED-CONTRACT/GRANT	0	0	0	0	0
010306	DOH/DOC INTERAGENCY AGREEMENT	0	0	0	0	0
001053	MEDICARE - PART A	0	0	0	0	0
011002	ARRA FEDERAL GRANT - SUB-RECIPIENT	0	0	0	0	0
011004	LOW INCOME POOL - SUBRECIPIENT	0	0	0	0	0
001003	WIRE TRANSFER FEE	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	2,235,192	2,235,192	0	2,235,192
12. ALLOCABLE REVENUE - COUNTY						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
001053	CLIENT REVENUE FROM NCO	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL		0	0	0	0	0
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	0	0
	GROUNDS MAINTENANCE	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2013 to September 30, 2014

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	10,381,105	4,977,104	15,358,209	9,569,544	24,927,753

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2013 to September 30, 2014

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	11.41	9,141	11,038	185,251	158,746	185,251	185,181	535,822	178,607	714,429
STD (102)	10.14	2,070	3,428	140,302	120,228	140,302	140,249	432,865	108,216	541,081
HIV/AIDS PREVENTION (03A1)	2.04	1	122	42,531	36,446	42,531	42,516	131,219	32,805	164,024
HIV/AIDS SURVEILLANCE (03A2)	1.43	1	1	21,069	18,055	21,069	21,061	65,003	16,251	81,254
HIV/AIDS PATIENT CARE (03A3)	2.77	1	7	61,067	52,330	61,067	61,043	188,406	47,101	235,507
ADAP (03A4)	4.05	0	0	51,533	44,160	51,533	51,514	158,992	39,748	198,740
TB CONTROL SERVICES (104)	2.97	82	323	41,552	35,607	41,552	41,535	128,197	32,049	160,246
COMM. DISEASE SURV. (106)	5.05	0	12,385	76,040	65,160	76,040	76,010	234,600	58,650	293,250
HEPATITIS PREVENTION (109)	0.80	895	985	13,019	11,156	13,019	13,014	40,166	10,042	50,208
PUBLIC HEALTH PREP AND RESP (116)	7.63	0	294	154,384	132,295	154,384	154,325	476,310	119,078	595,388
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL STATISTICS (180)	4.60	23,716	44,503	68,151	58,400	68,151	68,124	26,283	236,543	262,826
COMMUNICABLE DISEASE SUBTOTAL	52.89	35,907	73,086	854,899	732,583	854,899	854,572	2,417,863	879,090	3,296,953
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	7.35	7,991	653	129,949	111,357	129,949	129,900	400,925	100,230	501,155
TOBACCO PREVENTION (212)	4.06	0	243	79,769	68,356	79,769	79,738	246,106	61,526	307,632
WIC (21W1)	40.95	14,615	126,439	581,120	497,974	581,120	580,895	1,792,887	448,222	2,241,109
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.49	0	5,148	23,250	19,923	23,250	23,240	71,730	17,933	89,663
FAMILY PLANNING (223)	15.27	3,006	5,959	226,750	194,307	226,750	226,661	699,574	174,894	874,468
IMPROVED PREGNANCY OUTCOME (225)	1.15	245	336	12,352	10,585	12,352	12,348	38,110	9,527	47,637
HEALTHY START PRENATAL (227)	15.30	2,616	16,034	243,491	208,653	243,491	243,397	281,710	657,322	939,032
COMPREHENSIVE CHILD HEALTH (229)	10.67	1,672	2,304	165,020	141,410	165,020	164,957	254,563	381,844	636,407
HEALTHY START INFANT (231)	10.82	1,447	8,966	156,203	133,854	156,203	156,144	180,721	421,683	602,404
SCHOOL HEALTH (234)	11.47	0	573,298	292,303	250,481	292,303	292,191	901,822	225,456	1,127,278
COMPREHENSIVE ADULT HEALTH (237)	4.51	363	654	65,789	56,376	65,789	65,764	202,974	50,744	253,718
COMMUNITY HEALTH DEVELOPMENT (238)	0.93	0	72	21,293	18,247	21,293	21,285	65,694	16,424	82,118
DENTAL HEALTH (240)	3.89	3,205	8,690	1,017,078	629,348	0	0	658,570	987,856	1,646,426
PRIMARY CARE SUBTOTAL	128.86	35,160	748,796	3,014,367	2,340,871	1,997,289	1,996,520	5,795,386	3,553,661	9,349,047
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.62	270	272	11,817	10,126	11,817	11,811	36,457	9,114	45,571
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.17	9	51	3,201	2,744	3,201	3,200	10,494	1,852	12,346
PUBLIC WATER SYSTEM (358)	0.02	0	3	655	561	655	655	2,147	379	2,526
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
INDIVIDUAL SEWAGE DISP. (361)	8.59	966	2,243	179,410	153,740	179,410	179,341	553,521	138,380	691,901
Group Total	9.40	1,245	2,569	195,083	167,171	195,083	195,007	602,619	149,725	752,344
Facility Programs										
FOOD HYGIENE (348)	1.71	187	809	29,012	24,861	29,012	29,000	89,508	22,377	111,885
BODY PIERCING FACILITIES SERVICES (349)	0.07	24	24	1,234	1,058	1,234	1,234	3,808	952	4,760
GROUP CARE FACILITY (351)	0.42	275	1,940	6,157	5,276	6,157	6,154	17,808	5,936	23,744
MIGRANT LABOR CAMP (352)	0.00	0	0	20	18	20	20	62	16	78

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2013 to September 30, 2014

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd (Whole dollars only)	3rd	4th	State	County	Grand Total
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARKS SERVICES (354)	1.56	226	562	21,045	18,034	21,045	21,036	60,870	20,290	81,160
SWIMMING POOLS/BATHING (360)	2.38	396	927	47,626	40,812	47,626	47,607	146,937	36,734	183,671
BIOMEDICAL WASTE SERVICES (364)	1.20	478	486	20,301	17,396	20,301	20,294	66,548	11,744	78,292
TANNING FACILITY SERVICES (369)	0.04	14	29	570	490	570	570	1,782	418	2,200
Group Total	7.38	1,600	4,777	125,965	107,945	125,965	125,915	387,323	98,467	485,790
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	17.09	874	1,570	327,186	280,372	327,186	327,060	1,009,443	252,361	1,261,804
SUPER ACT SERVICE (356)	0.29	2	78	5,023	4,304	5,023	5,020	15,496	3,874	19,370
Group Total	17.38	876	1,648	332,209	284,676	332,209	332,080	1,024,939	256,235	1,281,174
Community Hygiene										
TATTOO FACILITIES SERVICES	0.43	0	82	7,269	6,230	7,269	7,266	21,026	7,008	28,034
COMMUNITY ENVIR. HEALTH (345)	0.11	0	236	2,429	2,081	2,429	2,428	7,025	2,342	9,367
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.15	0	1	2,686	2,301	2,686	2,685	8,804	1,554	10,358
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	25	20	25	25	76	19	95
RABIES SURVEILLANCE/CONTROL SERVICES (366)	1.23	432	1,122	21,601	18,510	21,601	21,592	66,643	16,661	83,304
ARBOVIRUS SURVEILLANCE (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	12	81	69	81	80	255	56	311
INDOOR AIR (371)	0.00	0	2	25	22	25	25	78	19	97
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	15,904	13,629	15,904	15,898	49,068	12,267	61,335
Group Total	1.92	432	1,455	50,020	42,862	50,020	49,999	152,975	39,926	192,901
ENVIRONMENTAL HEALTH SUBTOTAL	36.08	4,153	10,449	703,277	602,654	703,277	703,001	2,167,856	544,353	2,712,209
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	0	0	0	0	0	0	0
TOTAL CONTRACT	217.83	75,220	832,331	4,572,543	3,676,108	3,555,465	3,554,093	10,381,105	4,977,104	15,358,209

ATTACHMENT III

ESCAMBIA COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV

ESCAMBIA COUNTY HEALTH DEPARTMENT

FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

Facility Description	Location	Owned By
Main Health Department	1295 W. Fairfield Drive Pensacola, FL 32501	Escambia County
Northside Clinic	8390 N. Palafox Street Pensacola, FL 32534	Escambia County
Environmental Health Office Accounting & Finance, Epi	1300 W. Gregory Street Pensacola, FL 32502	State of Florida Dept of Environmental Protection
Molino Clinic	3470 Highway 29 North Cantonment, FL 32533	Escambia County
WIC Navy Hospital Center	Naval Hospital Outpatient Clinic 6000 West Highway 98 Pensacola, FL 32512	US Navy
WIC Westside Center	3960 Navy Blvd. Units 1 and 2 Pensacola, FL 32507	Navy Park Partnership

ATTACHMENT V

ESCAMBIA COUNTY HEALTH DEPARTMENT

SPECIAL PROJECTS SAVINGS PLAN

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

CONTRACT YEAR	STATE	COUNTY	TOTAL
2011-2012	$ -	$ -	$ -
2012-2013	$ -	$ -	$ -
2013-2014	$ -	$ -	$ -
2014-2015	$	$	$ -
2015-2016	$	$	$ -
PROJECT TOTAL	$ -	$ -	$ -

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: _____

LOCATION/ ADDRESS: _____

PROJECT TYPE:

NEW BUILDING ___ ROOFING ___
RENOVATION ___ PLANNING STUDY ___
NEW ADDITION ___ OTHER ___

SQUARE FOOTAGE: _____

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

ESTIMATED PROJECT INFORMATION:
START DATE *(initial expenditure of funds)*: _____
COMPLETION DATE: _____

DESIGN FEES: $ _____
CONSTRUCTION COSTS: $ _____
FURNITURE/EQUIPMENT $ _____
TOTAL PROJECT COST: $ -

COST PER SQ FOOT: $ #DIV/0!

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4966 **County Administrator's Report 12. 26.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Approval to Issue Fiscal Year 2013-2014 Purchase Orders in Excess of $50,000
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of $50,000, for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	TESI Staffing and Employee Screening Services, Inc. Vendor Number: 200955 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $80,500	$80,500	PD 11-12.035
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $133,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $900	$133,900	PD 08-09.044

C.	Allied Waste Services of North America Vendor Number: 010420 Refuse and Recycling Container Service Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $144,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $12,800	$156,800	PD 12-13.041
D.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $655,000	$655,000	PD 10-11.049
E.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $50,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $1,800	$51,800	PD 12-13.056

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2013 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 310203 Facilities Management/Maintenance and 310202 Facilities Management/Custodial & Library Fund (113), Cost Center 110502, Library/Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5047 **County Administrator's Report 12. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Out-of-County Travel
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Out-of-County Travel for Northwest Florida's Aerospace Marketing Efforts in Hamburg, Germany - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for Commissioner Gene M. Valentino and George Touart, Interim County Administrator, to attend the Northwest Florida's aerospace marketing efforts in Hamburg, Germany, on December 7, 2013, through December 12, 2013, including any County-related communication charges associated with their Verizon cell phones while in Hamburg, Germany. The total cost of this trip will not exceed $6,000 per person.

BACKGROUND:

The Gulf Coast Aerospace Coalition, which consist of Economic Development Leaders from Bay, Escambia, Okaloosa, Santa Rosa, and Walton Counties, will host the first International Aerospace Industry Forum for Northwest Florida Leadership on December 8, 2013, through December 11, 2013, in Hamburg, Germany. The Coalition will receive critical insight into the needs of the Aerospace Supply Companies including their specialized training requirements.

BUDGETARY IMPACT:

Travel Expenses will be paid from Fund 102, Economic Development, Cost Center 360704, Object Code 54001 (Travel).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This request is in compliance with the Board's policy on Out-of-County Travel, Section I, Part C, Item Number 4.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will coordinate the travel arrangements for this trip.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5048 **County Administrator's Report 12. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Purchase Orders in Excess of $50,000 for FY 2013-2014
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000 for Lobbyist Services for Fiscal Year 2013-2014 - George Touart, Interim County Administrator

That the Board approve the issuance of individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, for Federal and State Lobbyists to represent Escambia County during Fiscal Year 2013-2014, as follows:

Vendor/Contractor	Amount	Contract Number
Gentry and Associates, LLC Vendor Number: 071229 State Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101 (Professional Services - $60,000)	$60,000	PD 10-11.055
Alcade and Fay, LTD Vendor Number: 010368 Federal Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101 (Professional Services - $43,000)	$43,000	*PD 10-11.001

*PD 10-11.001 (Federal Lobbyist Services) will expire on March 2, 2014, resulting in a six-month Contract for Alcade and Fay, LTD.

BACKGROUND:

Issuance of these Purchase Orders ensures the continuity of services provided to the Board of County Commissioners through these contracts. Allocations for these expenditures are included in the budget for Fiscal Year 2013-2014.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will issue Purchase Orders, upon approval by the Board of County Commissioners, in accordance with the adopted FY 2013-2014.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5046 **County Administrator's Report 12. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Security Services for Various County Buildings
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Individual Purchase Orders for Security Services for Various County Buildings for Fiscal Year 2013-2014 - George Touart, Interim County Administrator

That the Board, for Fiscal Year 2013-2014, approve the issuance of individual Purchase Orders, based on Amendment #3 to the Agreement for Security Services, PD 10-11.043, to Securitas Security Services, USA, Inc., for the following buildings:

A. The MC Blanchard Judicial Center, Juvenile Justice Center, and Child Support Center, in the amount of $230,000; and

B. The Ernie Lee Magaha Government Building, in the amount of $35,000.

[Item A Funding: Article-V (115), Cost Center 410505, Object Code 53401; Item B Funding: General Fund, Fund 001, Cost Center 110201, Object Code 53401]

BACKGROUND:

The issuance of these Purchase Order's is necessary to ensure that security services are provided for in the M. C. Blanchard Judicial Center, Juvenile Justice Center, Child Support Center, and the Ernie Lee Magaha Building.

BUDGETARY IMPACT:

Funding for Item A will be from Article-V (115), Cost Center 410505, Object Code 53401, and funding for Item B will be from Cost Center 110201, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office/Court Administration will issue purchase orders for their appropriate Cost Centers, upon the approval of the Board of County Commissioners, in accordance with the adoption of the FY 2013-2014 budget.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5042 **County Administrator's Report 12. 30.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Approval to Issue Fiscal Year 2013-2014 Purchase Orders in Excess of $50,000
From: Pat Johnson, Department Director
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of $50,000, for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, for the Fiscal Year 2013-2014, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Solid Waste Management Department.

BACKGROUND:

The issuance of these purchase orders during the first week in October 2013, is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners, to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the listed purchase orders is available in various accounts.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Solid Waste Management Department has coordinated with the Office of Management and Budget, and will work with Purchasing Division staff to prepare purchase orders as needed.

Attachments

POs Over $50000

SOLID WASTE DEPARTMENT PURCHASE ORDERS $50,000 AND OVER
FISCAL YEAR 2013-2014

	Vendor/Contractor	Amount	Contract #
1.	**Allied Waste Services of NA** Vendor Number: 010420 Roll-Off Container Hauling and Labor & Equipment for Transfer Station Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230315 (Projects)	**$ 50,000**	
2.	**Bellview Site Contractors, Inc.** Vendor Number: 022702 Road Materials & Supplies Fund: 401 Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations)	**$ 50,000**	
3.	**Bridgestone Americas, Inc.** **d/b/a GCR Tire Center** Vendor Number: 025944 Repairs and Maintenance Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	**$ 175,000**	
4.	**Cowin Equipment** Vendor Number: 034900 Rental/Repairs and Maintenance Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	**$ 75,000**	

SOLID WASTE DEPARTMENT PURCHASE ORDERS $50,000 AND OVER
FISCAL YEAR 2013-2014

Vendor/Contractor	Amount	Contract #
5. Delta Pioneer, Inc. Vendor Number: 040649 Leachate Hauling Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station	**$ 75,000**	
6. ECovery, LLC Vendor Number: 050237 Electronics Recycling Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station)	**$ 100,000**	
7. EQ – The Environmental Quality Vendor Number: 051337 Household Hazardous Waste Collection & Disposal Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station)	**$ 100,000**	**PD 08-09.070**
8. Emerald Coast Utilities Vendor Number: 050856 Industrial Billing Charges Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station)	**$ 250,000**	
9. Gulf Power Co. Vendor Number: 073400 Utility Services Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	**$ 200,000**	

SOLID WASTE DEPARTMENT PURCHASE ORDERS $50,000 AND OVER
FISCAL YEAR 2013-2014

Vendor/Contractor	Amount	Contract #
10. General Drainage and Paving Agreement Paving and Drainage Projects Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)		**PD 10-11.065**
a. Panhandle Grading & Paving, Inc	$400,000	Vendor No. 160114
b. Roads, Inc. of NWF	$400,000	Vendor No. 182328
c. APAC	$100,000	Vendor No. 013641
d. Utility Services, Inc.	$100,000	Vendor No. 211593
e. Gulf Atlantic	$100,000	Vendor No. 843895
f. Heaton Brothers	$100,000	Vendor No. 081314
11. ISCO Industries, LLC Vendor Number: 091311 Operating Supplies/Repairs and Maintenance/Improvements other than Buildings Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230315 (Projects)	**$ 50,000**	
12. Lewis, Longman & Walker, P.A. Vendor Number: 410579 Environmental Legal Services Fund: 401 Cost Center: 230307 (Transfer Station)	**$ 50,000**	
13. LFG Technologies, Inc. Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance Fund: 401 Cost Center: 230308 (Gas to Energy)	**$ 100,000**	

SOLID WASTE DEPARTMENT PURCHASE ORDERS $50,000 AND OVER
FISCAL YEAR 2013-2014

Vendor/Contractor	Amount	Contract #
14. Little Tire Hauling, Inc. Vendor Number: 121162 Other Contractual Services Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station)	**$ 100,000**	
15. McDirt Industries, Inc. Vendor Number: 131951 Road Materials & Supplies Fund: 401 Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations)	**$ 50,000**	
16. Panhandle Grading & Paving Vendor Number: 160114 Road Materials and Labor/Equip For Repairs and Maintenance Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	**$ 200,000**	
17. R.K. Allen Oil Company, Inc. Vendor Number: 011470 Lubrication Products, Anti-freeze And Brake Fluid Fund: 401 Cost Center: 230314 (Operations)	**$ 50,000**	**PD 10-11.042**
18. Roads, Inc. Vendor Number: 182328 Road Materials and Labor/Equip For Repairs and Maintenance. Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307(Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	**$ 200,000**	

SOLID WASTE DEPARTMENT PURCHASE ORDERS $50,000 AND OVER
FISCAL YEAR 2013-2014

Vendor/Contractor	Amount	Contract #
19. SETCO, Inc. Vendor Number: V0000393 Repair and Maintenance Fund: 401 Cost Center: 230307 (Transfer Station)	**$ 75,000**	
20. Southern Haulers, LLC. Vendor: 194127 Waste Hauling Fund: 401 Cost Center: 230307 (Transfer Station)	**$ 100,000**	
21. SWS First Response Vendor Number: 196356 Emergency Response Services Fund: 401 Cost Center: 230304(EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	**$ 50,000**	
22. TESI Staffing & Employee Screening, Inc. Vendor Number: 200955 Employment Services, Term Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	**$ 250,000**	**PD 11-12.035**
23. TestAmerica Laboratories, Inc. Vendor Number: 200965 Analytical Laboratory Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230316 (Saufley Field)	**$ 75,000**	

SOLID WASTE DEPARTMENT PURCHASE ORDERS $50,000 AND OVER
FISCAL YEAR 2013-2014

Vendor/Contractor	Amount	Contract #
24. Thompson Tractor Vendor Number: 201640 Repairs and Maintenance/Rentals/Rebuilds Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	**$ 700,000**	
25. Ziel Scale, Inc. Vendor Number: 250185 Repairs & Maintenance for Scales Fund: 401 Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	**$ 100,000.00**	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5045 **County Administrator's Report 12. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Approval of Assignment of Letter of Agreement
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment of Letter of Agreement with Barbara H. Wade, M.D., to Infectious Diseases Associates of Northwest Florida, P.A. - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Assignment of Letter of Agreement with Barbara H. Wade, M.D., to Infectious Diseases Associates of Northwest Florida, P.A., providing HIV consultation, evaluation, management, and related services for the inmates at the Escambia County Jail:

A. Approve the Assignment of Letter of Agreement; and

B. Authorize the Interim County Administrator to sign the Assignment of Letter of Agreement.

[Funding: Fund 001, General Fund, Medical, Cost Center 290402]

BACKGROUND:

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail. The Board previously approved a Letter of Agreement with Barbara H. Wade, M.D., for the provision of HIV consultation, evaluation, management and related services for inmates at the Escambia County Jail. After the agreement was fully executed, Dr. Wade clarified such services would be provided through her firm, Infectious Diseases Associates of Northwest Florida, P.A. The Assignment will not alter or modify the provision of services as provided in the original agreement.

BUDGETARY IMPACT:

Funding: Fund 001; Medical, Cost Center 290402

LEGAL CONSIDERATIONS/SIGN-OFF:

The Assignment was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will be responsible for the implementation and the coordination of this agreement.

Attachments

Dr Wade Assignment of LOA

ASSIGNMENT OF LETTER OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is made this _____ day of _____ 2013, by and among Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County"), and Barbara H. Wade, M.D. (hereinafter referred to as the "Assignor-Wade"), and Infectious Diseases Associates of Northwest Florida, P.A., a for-profit corporation authorized to do business in the State of Florida, whose principal address is 5153 North Ninth Avenue, Suite 305, Pensacola, Florida 32504 (hereinafter referred to as "Assignee-IDA").

WITNESSETH:

WHEREAS, the County entered into a Contract for HIV consultation, evaluation, management and related services with Assignor-Wade on or about September 16, 2013; and

WHEREAS, Assignor-Wade as the owner and operator of Assignee-IDA now desires to assign all of its rights, duties and obligations under the Contract to Assignee for such assignment; and

WHEREAS, Assignee-IDA now desires to accept an assignment of Assignor's rights, duties and obligations under the Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor-Wade, and Assignee-IDA hereby agree as follows:

1. The Contract is hereby assigned to Assignee, and Assignee-IDA accepts such assignment, and the County and Assignor-Wade consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor-Wade under the Contract shall become the right, duties and obligations of Assignee-IDA immediately upon this Assignment becoming effective.

2. County, Assignor-Wade and Assignee-IDA agree to the assumption of the performance of the Contract by Assignee-IDA, and to the release of Assignor-Wade from any further performance under the Contract.

3. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, Interim County Administrator

Witness: _____

Witness: _____

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/20/13

ASSIGNOR:
BARBARA H. WADE, M.D.

By: _____
Barbara H. Wade, M.D.

Witness: _____

Witness: _____

Date: _____

ASSIGNEE:
INFECTIOUS DISEASES ASSOCIATES OF NORTHWEST FLORIDA, P.A.

By: _____
Barbara H. Wade, M.D.

ATTEST:

By: _____
Corporate Secretary

Date: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5054 **County Administrator's Report 12. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/03/2013
Issue: Out-of-County Travel - Annual Travel/Conference Schedule
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Out-of-County Travel - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for the following:

A. Any representative of the Commission, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2013/2014 Annual Travel/Conference Schedule;

B. Any Commissioner who wishes to participate in the Florida Association of Counties' Certified County Commissioner and Advanced Certified County Commissioner Programs;

C. Commissioner Gene M. Valentino and Commissioner Grover C. Robinson, IV, who are required to attend various meetings with the Florida Association of Counties' Board of Directors; and

D. Commissioner Grover C. Robinson, IV, who will be installed in June 2014, as the President of the Florida Association of Counties, which will require him to attend various meetings with the Florida Association of Counties, the National Associations of Counties (NACo), and the Florida League of Cities.

BACKGROUND:

The attached Conference/Events schedule lists conferences and workshops that members of the Board of County Commissioners, the County Administrator, and/or the County Attorney may wish to attend.

BUDGETARY IMPACT:

Travel expenditures will come from budgeted funds within the appropriate Cost Center for the traveler, upon Board Approval.

LEGAL CONSIDERATIONS/SIGN-OFF:

Travel reimbursement is in compliance with Florida Statutes Chapter 112.061 Per Diem and Travel Expenses and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C.4."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section I, Part C.4{A}, requires Commission approval for travel out of the County by the Commissioners, the County Administrator, and the County Attorney.

IMPLEMENTATION/COORDINATION:

The County Administrator/County Attorney Offices will handle all the details associated with the above conferences and workshops.

Attachments

Annual Conference Sch 2013-14.pdf

ANNUAL
TRAVEL/CONFERENCE SCHEDULE 2013-2014

DATE	ORGANIZATION	TYPE OF MEETING	LOCATION
November 12-16, 2013	Florida Association of Counties	Legislative Conference	Daytona Beach, FL (Volusia County)
March 1-5, 2014	NACo	Legislative Conference	Washington, DC
March 26-27, 2014	Florida Association of Counties	Legislative Day	Tallahassee, FL (Leon County)
April 14-17, 2014	National Hurricane Conference	Annual Hurricane Conference	Orlando, FL (Orange County)
May 11-16, 2014	Governor's Hurricane Conference	Hurricane Conference	Orlando, FL (Orange County)
June 14-20, 2014	Florida Association of Counties	Annual Conference	Orlando, FL (Orange County)
July 11-14, 2014	NACo	Annual Conference	New Orleans, LA
August 2014	Florida League of Cities	Annual Conference	**TBD
August 2014	Florida Association of Counties	Leadership Retreat	**TBD
*TBD	Florida Association of Counties	***Board Retreat	**TBD
*TBD	Florida Association of Counties	Policy Conference	**TBD
*TBD	Gulf Power	Economic Symposium	Destin, FL (Okaloosa County)
*TBD	BP Oil Spill Meetings	Any meeting related to the BP Oil Spill	**TBD
*TBD	Florida Association of Counties	***FAC BOD/Policy Meetings	**TBD
*TBD	Florida Department of Transportation	County Related	**TBD
*TBD	Florida Association of Counties	County Commissioner Certification	**TBD
*TBD	Florida Association of Counties	Advance Commissioner Certification	**TBD
*TBD	Gulf Coast Aerospace Coalition	Any meeting related to Economic Development related to Airbus	**TBD
*TBD	State of Florida	Any meeting related to the State of Florida (Legislative/Governor)	**TBD
*TBD	Greater Pensacola Chamber of Commerce	Chamber Fly-In	Washington, DC
*TBD	Florida League of Cities	Legislative Conference	**TBD
*TBD	Florida League of Cities	Legislative Days	Tallahassee, FL (Leon County)
*Actual dates have not been announced.			
**Meeting location to be determined.			
***Both Comr. Valentino and Comr. Robinson are on FAC's BOD/Policy Committee.			

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5060 **County Administrator's Report 12. 33.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/03/2013
Issue: Approval to Issue Fiscal Year 2013/2014 Purchase Orders in Excess of $50,000
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of $50,000 for the West Florida Public Library - George Touart, Interim County Administrator

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts or Contractual Agreements, for the West Florida Public Library for Fiscal Year 2013-2014, as follows:

A. Temporary Employment Services
Fund: 113 (Library Fund)
Cost Center: 110501
Object Code: 53401
Amount: $350,000
For: Temporary Employment Services;

B. Baker & Taylor
Fund: 113 (Library Fund)
Cost Center: 110501
Object Code: 55401
For: Library Books;

C. Brodart
Fund: 113 (Library Fund)
Cost Center: 110501
Object Code: 55401
For: Library Books; and

D. Midwest Taylor
Fund: 113 (Library Fund)
Cost Center: 110501
Object Code: 55401
For: Library Books.

[Funding: Fund 113, Library Services, Cost Center 110501, Object Code 53401 (Temporary Services), and Object Code 55401 for Books, Publications, and Subscriptions]

BACKGROUND:

Upon Board approval, Purchase Orders will be issued during the first week of October 2013. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2013/2014.

BUDGETARY IMPACT:

Funding are budgeted in the Fiscal Year 2013/2014 West Florida Public Library operating budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The West Florida Public Library will work with the Board's Human Resources Office to use temporary employees on a "as needed" basis through the County's temporary employment contractor, Temporary Employment Services, Inc.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The West Florida Public Library will issue purchase requisitions during the first week of October, upon Board approval, in accordance with the adopted Fiscal Year 2013/2014 budget.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4997 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**

Meeting Date: 10/03/2013
Issue: Letter From Board of County Commissioners in Support of ECAT Stops at Local Simon Properties
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Letter From Board of County Commissioners in Support of ECAT Stops at Local Simon Properties - Joy D. Blackmon, P.E., Public Works Department Director

That the Board accept and authorize the Commission to sign the provided letter, from the Board of County Commissioners, in support of Escambia County Area Transit (ECAT) stops at local Simon Properties (Cordova Mall and University Town Plaza).

ECAT has not had stops on the grounds of either of these shopping centers in recent years. The County and ECAT would like to work with Simon Properties to implement strategic interior locations for the placement of benches/bus shelters to better serve the mall patrons, as well as, Escambia County residents. The existing bus stops border these properties, with buses picking up and dropping off riders on major roadways, and are not very conducive to ease of access, especially during inclement weather.

BACKGROUND:

Escambia County Area Transit (ECAT) has not had stops on the grounds of either of these shopping centers in recent years. The County and ECAT would like to work with Simon Properties to implement strategic interior locations for the placement of benches/bus shelters to better serve the mall patrons as well as Escambia County residents. The existing bus stops that border these properties are not very conducive to ease of access, especially during inclement weather, as people embark and disembark on major roadways.

The Florida-Alabama Transportation Planning Organization (TPO) recently sent a letter to Mr. Payne on this subject (attached), and has provided staff with a Monthly Ridership Fact Sheet, detailing the number of riders ECAT brings by these mall properties daily (attached).

Staff believes that, working together with the manager of the local Simon Properties, ECAT will be able to provide better service to the mall patrons of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Staff will work with Simon Properties regarding infrastructure improvements related to ADA and construction of infrastructure to install benches/shelters.

Attachments

Letter from BOCC to Simon Properties

Letter from TPO to Simon Properties

Ridership Fact Sheet

Board of County Commissioners • Escambia County, Florida

Wilson B. Robertson, District 1
Gene M. Valentino, District 2
Lumon J. May, District 3
Grover C. Robinson, IV, District 4
Steven L. Barry, District 5

October 3, 2013

Mr. Wes Payne, General Manager
Cordova Mall/University Town Plaza
5100 N. 9th Avenue
Pensacola, FL 32504-8769

RE: Escambia County Area Transit (ECAT) Bus Stops on Mall Property

Dear Mr. Payne:

Escambia County, working with Escambia County Area Transit (ECAT) and the Florida-Alabama Transportation Planning Organization (TPO), would like the opportunity to discuss with you the possibility of establishing a bus stop/bus shelter on each of the local Simon properties.

We welcome the prospect of working with the Mall staff on locations and any necessary contracts to address maintenance and responsibility for these shelter sites. Also, we are willing to design and construct the shelters not only to meet ADA requirements, but to complement the locations where they are placed.

The five members of the Escambia County Commission authorized and approved this correspondence at their regular Board of County Commissioners meeting on October 3, 2013.

Sincerely,

Commissioner Gene M. Valentino, Chairman
Escambia County Board of County Commissioners

_____
Commissioner Lumon J. May, Vice Chairman, District 3

_____
Commissioner Wilson B. Robertson, District 1

_____
Commissioner Grover C. Robinson, IV, District 4

_____
Commissioner Steven L. Barry, District 5

Florida-Alabama
TPO
Transportation Planning Organization

Gene Valentino
Chairman

Beverly Zimmern
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road-Suite A • 32514
P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

September 11, 2013

Mr. Wes Payne, General Manager
Cordova Mall/University Town Plaza
5100 N. 9th Avenue
Pensacola, FL 32504-8769

RE: Escambia County Area Transit (ECAT) Bus Stops on Mall Property

Dear Mr. Payne:

The Florida-Alabama Transportation Planning Organization (TPO) is the organization identified through Federal Legislation to oversee the Transportation Planning activities in the Pensacola urbanized areas. Some of these projects are roadways, public transportation, sidewalks, bicycle lanes, multiuse paths, and recreational trails.

It has come to our attention that the local mass transit system, which is operated by Escambia County, has initiated discussions with you that would lead to the installation of bus stops or shelters on the Cordova Mall and University Town Plaza properties. I understand that ECAT has not had the opportunity to make stops on mall property for several years due to various circumstances. The TPO, which is comprised of 19 total representatives from the City of Pensacola, Escambia County, Santa Rosa County, the City of Gulf Breeze, the City of Milton, and Baldwin County, fully support placement of bus stops and/or shelters on the mall properties and authorized this correspondence at the September 11, 2013 Transportation Planning Organization meeting.

I would like to personally invite you to contact me directly if you have any questions concerning this matter. You may reach me at 850-554-1836 or district2@co.escambia.fl.us if you have any questions or need further assistance.

Sincerely,

Gene Valentino

Commissioner Gene Valentino, Escambia County
TPO Chairman

cc: Simon Property Group, World Headquarters
Ashton Hayward, Mayor, City of Pensacola
P.C. Wu, Council President, City of Pensacola
Larry Newsom, Assistant County Administrator, Escambia County
Herald Humphrey, ECAT General Manager

Monthly Ridership

Monthly Ridership for 2 years - August 2011 - July 2013

Month	Year	Cordova Mall Route 41	Cordova Mall Route 42	University Town Plaza Route 45	Cordova Mall Route 59	Cordova Mall Route 63	Monthly Tota	
August	2011	2,200	14,522	15,949	4,110	3,397	42,189	2011
September	2011	1,997	13,280	14,506	4,376	3,415	39,585	
October	2011	2,300	14,499	15,220	4,828	3,840	42,698	
November	2011	2,055	13,607	13,772	3,604	3,690	38,739	
December	2011	2,180	12,263	14,363	3,225	3,340	37,382	
January	2012	2,245	14,280	14,469	2,569	3,538	39,113	2012
February	2012	2,513	13,772	14,016	3,544	3,424	39,281	
March	2012	2,481	14,097	15,683	3,670	3,748	41,691	
April	2012	2,414	13,587	15,422	3,393	3,392	40,220	
May	2012	2,291	13,997	15,454	4,068	3,224	41,046	
June	2012	2,245	13,015	14,148	3,309	2,792	37,521	
July	2012	1,965	13,187	14,421	4,509	2,961	39,055	
August	2012	1,749	13,302	15,600	2,992	3,106	38,761	
September	2012	2,125	13,991	15,544	3,972	3,602	41,246	
October	2012	2,490	17,319	18,090	4,165	4,365	48,441	
November	2012	2,098	14,797	15,365	3,736	3,389	41,397	
December	2012	1,752	13,889	14,661	2,463	3,044	37,821	
January	2013	2,158	16,467	16,118	2,450	3,672	42,878	2013
February	2013	2,185	14,708	14,862	2,244	3,282	39,294	
March	2013	2,140	14,081	15,057	2,508	3,378	39,177	
April	2013	2,476	15,674	15,827	2,918	3,495	42,403	
May	2013	2,324	15,258	16,070	3,512	3,511	42,688	
June	2013	2,283	13,371	16,460	4,114	3,024	41,265	
July	2013	2,219	15,168	16,393	4,044	3,271	43,108	
Route Total		52,885	342,131	367,470	84,323	81,900	928,709	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5061 **County Attorney's Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 10/03/2013
Issue: Transfer of 220 Microsoft Licenses from the Sheriff to the County
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Transferring 220 Microsoft Licenses from the Sheriff to the County

That the Board ratify the Chairman's signature on the attached Perpetual License Transfer Form with Microsoft effective October 1, 2013.

BACKGROUND:

On June 20, 2013 the Board vote to accept the jail, effective October 1, 2013.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Perpetual License Transfer Form

Escambia County
Clerk's Original

Date Ratified

Microsoft | Volume Licensing

Perpetual License Transfer Form

Not for use with version 5 agreements or earlier

Date of Transfer (Customer to complete)	01 October 2013

Proposal ID (Microsoft to complete)	M16-	

This Perpetual License Transfer Form is submitted according to the Microsoft License ID (e.g., Agreement, Enrollment, PCN) identified in Annex A. This form identifies perpetual licenses to be transferred to the entity identified below (the "transferee"). Customer must complete Annex A to this form. The asterisks (*) indicate required fields.

1. *Customer.*

Name of entity* Escambia County Sheriff's Office
Contact name*: First Jackie **Last** Gross
Contact email address* jgross@escambiaso.com
Street address* 1700 W. Leonard Street
City* Pensacola **State/Province*** FL **Postal code*** 32501
Country* United States
Phone* (850) 436-9617 **Fax**

2. *Transferee.*

Name of entity* Escambia County Jail (BOCC)
Contact name*: First David **Last** Musselwhite
Contact email address* dmussel@co.escambia.fl.us
Street address* 221 Palafox Place
City* Pensacola **State/Province*** FL **Postal code*** 32502
Country* Unites States
Phone* 850-595-4993 **Fax**
Transferee Agreement or Enrollment number (if any)

3. *Reason for License transfer.*

☐ Transfer to an Affiliate

☐ Divestiture

☒ Acquisition or Government reorganization

☐ Merger or Govemment privatization

☐ Consolidation

☐ Outsourcer (Not applicable for Open License)

If the terms of the Customer's Agreement or Enrollment provide any other basis for transfer, entity may select "Other" below and provide a reason for the transfer request. Microsoft will evaluate the request. If approved, Microsoft will sign below.

☐ Other: Reason Required:

4. Customer and Transferee Acknowledgements.

Customer and transferee acknowledge that Microsoft's receipt of this form does not constitute: (1) authorization to transfer rights to upgrades obtained through Software Assurance (SA) coverage or License & Software Assurance (L&SA) prior to the expiration or renewal of your enrollment; (2) Microsoft's agreement to grant perpetual rights for any prorated number of licenses on early termination; nor (3) validation of transferred licenses based on invalid or inaccurate information in Annex A regarding license status. Customer may not use this form to transfer rights to Software Assurance ("SA") and/or License & Software Assurance ("L&SA") upgrade.

Customer details and not affiliates who are sublicensed to use those products; should be listed on this form in order for the transfer to be valid.

Customer remains liable for amounts owed for any perpetual Licenses acquired through MS Financing.

By signing below, Customer represents and warrants that:

a. Customer is transferring only fully paid, perpetual licenses. Customer should refer to the "License Grant" section of their agreement to ensure the license intended for transfer are perpetual.

b. Customer is not transferring

(i) Licenses on a short-term basis (90 days or less);

(ii) temporary rights to use Products;

(iii) Software Assurance coverage or benefits;

(iv) perpetual Licenses for any version of any Product acquired through Software Assurance separately from the underlying perpetual Licenses for which that Software Assurance coverage was ordered;

(v) upgrade Licenses for a desktop operating system Product separately from the underlying desktop operating system license or from the computer system on which the Product was first installed;

(vi) full version desktop operating system licenses, unless transferred with the sale of the device for which it operates;

(vii) Online Services; or

(viii) any licenses for resale to unaffiliated third parties.

c. This transfer is made according to the above restrictions and all other terms of the Microsoft agreement identified above.

d. The information provided in this notice is complete and accurate.

e. Customer has provided the transferee with a copy of the applicable product use rights and notice regarding the use and transfer restrictions, and limitations of liability specified in the agreement.

f. Customer no longer uses licenses identified in Annex A.

This transfer is only valid if representations and warranties made above are true and accurate.

Customer and Transferee acknowledge that they shall be wholly responsible to collect, bear and pay any and all taxes levied or based in any way upon the transfer of the licenses and that Microsoft shall have no liabilities of any nature whatsoever related to such taxes.

The transferee, by signing below, acknowledges acceptance of the applicable product use rights, use and transfer restrictions, and limitations of liability. Microsoft reserves the right to audit transferee's compliance with such use and transfer restrictions. Volume Licensing Keys or media are not provided to transferee with the transfer of licenses.

Please sign this notice in triplicate. Submit one signed original to Microsoft, as directed above, and the remaining signed originals are to be retained by Customer and transferee for license management and record keeping purposes. If Microsoft approval is required, Microsoft will return a signed copy back to Customer.

Customer	Transferee
Name of Entity Escambia County Sheriff's Office	**Name of Entity** Escambia County Jail (BOCC)
Signature	**Signature**
Printed Name David Morgan	**Printed Name** Gene M. Valentino, Chairman
Printed Title Escambia County Sheriff	**Printed Title**
Signature Date 9/24/2013	**Signature Date** September 24, 2013

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY: _____
DEPUTY CLERK

Date Ratified

_____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/24/13

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Microsoft Licensing, GP

(Microsoft will only sign if "Other" is given as the reason for transfer in Section 3 and it approves of the transfer)

Signature _____

Printed Name

Printed Title

Signature Date

Microsoft Internal Use Only

Reference number

Original signed transfer form to be sent to the following Microsoft Address by the entity who transacted the orders:*

*Microsoft accepts the Perpetual License Transfer Forms from direct EA customers and direct Partners only. For Open Programs, Customer needs to submit the completed form to reseller.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

One copy of the transfer form is provided to Customer's local Microsoft representative in the event Microsoft's approval and signature is required.

Annex A to Notice of Perpetual License Transfer

Complete the table by filling in the blanks below.

License ID	For the purposes of this form, "Licensing ID" is the Enrollment number, Open Value and Open Value Subscription Agreement number, Open License Authorization/License Number combination, or Select Plus Public Customer Number (PCN) under which the licenses were purchased.
Product, part number, product type, version, language and initial country of usage columns	Enter the product name, part number, product type, version, language, and country of usage exactly as they appear on the License Detail page on the Microsoft Volume Licensing Services site located at https://www.microsoft.com/licensing/servicecenter. In the case of upgrades obtained through Software Assurance coverage or L&SA, in the "Version" column, insert the latest version of the product made available during your contract term.
Number of licenses	Enter number of licenses you are transferring.

Perpetual Licenses Transferred

License ID	Product name	Part number	Product type	Version	Language	Initial country of use	Number of Licenses
7354164	OfficeProPlus ALNG SA MVL Pltfrm	269-12442	Software Assurance (SA)*	2013	English	USA	220
			<Choose>				
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Please attach an additional page (Annex A or in Excel format) to this notice, if you need more space.

*Where SA is indicated, only the latest version acquired through SA at the time of transfer can be transferred. Earlier versions of product with SA are not transferable. SA which is associated with an already listed L&SA are not to be listed or transferred. SA coverage itself is not transferable. SA coverage ends on the date of transfer.

STATEMENT OF LEGAL AUTHORITY

The undersigned hereby certifies that he/she is legal counsel for the Purchaser and has reviewed this Agreement/Contract/MOU. The undersigned further certifies that the individual executing this Agreement/Contract/MOU has legal authority to bind the Purchaser and that this Agreement/Contract/MOU is legally sufficient and binding under all statutes, regulations, policies and other laws applicable to purchases by the Purchaser.

LEGAL OFFICE

By: _____

G. E. Champagne, General Counsel
Printed Name, Title

STATEMENT OF AVAILABILITY

I certify funds are available to pay for the requested Agreement/Contract/MOU.

CHIEF FINANCIAL OFFICER

By: _____

Henrique Dias, CFO
Printed Name, Title

SIGNED AND AGREED

SHERIFF

By: _____

David Morgan, Sheriff
Printed Name, Title

9/24/13
Date Signed

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5012 **County Attorney's Report** **12. 2.**
BCC Regular Meeting **Action**

Meeting Date: 10/03/2013
Issue: Amendment to the Committee of the Whole Agenda and Meeting Procedures Policy
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment to the Committee of the Whole Agenda and Meeting Procedures Policy

That the Board consider approving an amendment to the attached Committee of the Whole Agenda and Meeting Procedures Policy in order to ensure compliance with SB 50 regarding the public's right to participate in public meetings.

BACKGROUND:

In the 2013 Legislative Session, Laws of Florida Ch. 2013-227 (SB 50) was passed which created Florida Statutes § 286.0114, public meetings; reasonable opportunity to be heard. The Chairman may wish to read the amendment to the policy before the meeting of the Committee of the Whole begins.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers has drafted the amendment to the above-referenced policy.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

COW Policy

Board of County Commissioners
Escambia County, Florida

Title:	Committee of the Whole Agenda and Meeting Procedures – Section I, Part A.5
Date Adopted:	June 2, 2005
Effective Date:	October 3, 2013, as amended
Reference:	
Policy Amended:	April 19, 2007; December 6, 2007; October 3, 2013

A. OBJECTIVES

1. The objective of the Committee of the Whole is to provide Commissioners the opportunity to discuss, in an open forum, matters of interest. As a result of its discussions, the Committee may wish to bring recommendations forward for consideration and action by the Board of County Commissioners in a regularly scheduled Board meeting.
2. The agenda for Committee of the Whole meetings serves a two-fold objective. First, to inform the Commissioners and their staff of matters to be brought before the Committee, to allow them to prepare themselves for intelligent discussion of the items and, secondly, to inform the public of items of interest to be taken up at the next Committee of the Whole.

B. RESPONSIBILITY

It shall be the responsibility of the County Administrator to see that the agenda is prepared in accordance with the policy of the Board.

C. SCHEDULE

1. Meeting dates and time. The Committee of the Whole will meet the second Thursday of each month from 9:00 a.m., to 3:00 p.m.
2. Agenda cutoff. The cut-off time for acceptance of items by the County Administrator for placement on the agenda of the Committee of the Whole shall be 9:00 a.m., on the Friday of the week prior to each regularly scheduled meeting.
3. Preparation of the agenda shall be completed and the agenda distributed to each Commissioner, the County Administrator, and the County Attorney no less than 48 business hours prior to the meeting. (Items may be added after this deadline by the Chairman only and before distribution.) Deadlines for submission will be adjusted, as appropriate, for any meeting dates that are altered.
4. The County Administrator's Office will coordinate with the Information Technology Department to post the agenda, no less than 48 hours prior to the regularly scheduled meeting, to the County's website (www.myescambia.com) for viewing and downloading by staff, news media, and the public.
5. A proposed calendar for regularly scheduled meetings of the Committee of the Whole will be submitted to the Board of County Commissioners each year for approval, along with the proposed annual calendar for the regularly scheduled meetings of the Board of County Commissioners.

D. SUBMISSION OF ITEMS FOR AGENDA PREPARATION

Items for a Committee of the Whole meeting will be accepted from the following for placement on the agenda:

1. Board of County Commissioners – Referred from a regular or special meeting of the Board.
2. Committee of the Whole – Items, whether on the agenda or brought up in Committee meeting for the first time, may be scheduled for further discussion at a future Committee of the Whole meeting.
3. Individual members of the Board of County Commissioners
4. County Administrator
5. County Attorney

E. CONDUCT OF MEETING

1. The Chairman of the Board of County Commissioners will chair the regularly scheduled meetings of the Committee of the Whole. In the absence of the Chairman, the Vice Chairman will conduct the meeting.
2. When scheduling additional Committee of the Whole Meetings, the Board of County Commissioners may choose to appoint a member of the Board, other than its Chairman or Vice Chairman, to serve as Chairman of that particular Committee of the Whole. The Chairman may schedule additional Committee of the Whole Meetings as necessary.
3. With the exception described in the following paragraph, matters will not be discussed at the meeting of the Committee of the Whole unless they have been placed on the agenda prior to distribution.
4. The public has a right to be heard on any proposition coming before the Board, before the Board takes official action. While meetings of the Committee of the Whole are intended to serve as work sessions for the Committee and do not provide for a public forum, the public may address any discussion item or recommendation forwarded by the Committee of the Whole to the Board of County Commissioners once it has been placed on the agenda of regularly scheduled Board meeting.

F. ADDED ITEMS

A Commissioner may add items to the agenda in the meeting, provided such placement on the agenda is approved by a super majority vote of the Board.

G. PUBLIC FORUM

Neither regularly scheduled meetings of the Committee of the Whole nor additional Committee of the Whole meetings shall provide for public forum.

Both regular and additional meetings of the Committee of the Whole are intended to serve as work sessions for the Committee to discuss specific agenda items; and, if appropriate, develop recommendations for consideration by the Board of County Commissioners. The Committee may, at its discretion, request input from staff, other elected officials, outside agencies, or specific entities/individuals on agenda items being discussed.

The public may address any discussion item or recommendation forwarded by the Committee of the Whole to the Board of County Commissioners once it has been placed on the agenda of a regularly scheduled Board meeting.

H. DESCRIPTION OF ITEM

Agenda items shall be brief, yet contain sufficient description to allow fulfillment of objectives as stated above.

I. REPORTS, DIRECTIVES, AND RECOMMENDATIONS OF THE COMMITTEE OF THE WHOLE

1. Recommendations or directives only approved in a Committee of the Whole meeting will be placed on the agenda for the next regularly scheduled Board meeting by the Clerk's office.
2. The Committee of the Whole Report will be placed on the Clerk's Report for acceptance at the first regularly scheduled meeting of the Board of County Commissioners the following month.
3. **Specific directives for action to staff shall be authorized by a majority vote of the Committee, rather than at the direction of an individual member of the Committee.**
4. Recommendations from the Committee to the Board of County Commissioners shall be approved by a majority vote.
5. Recommendations or directives approved in a Committee of the Whole meeting do not authorize the expenditure of County funds until such recommendations or directives have been approved by the Board of County Commissioners in a regularly scheduled or special meeting of the Board.

J. STAFF PREPARATION

The County Administrator, County Attorney, and staff will devote the required time to study the matters listed on the agenda to be able to answer questions in sufficient detail and assist in developing a recommended course of action, if called upon to do so.

Any recommendations that may be presented by staff as part of the agenda package for consideration in the Committee of the Whole shall be in the same format as implemented by the County Administrator for matters to be considered and acted upon by the Board of County Commissioners. The recommendations shall first have been determined by the County Administrator to be practicable with respect to budgetary, legal, personnel, policy, time schedule, and intergovernmental or intra-governmental coordination concerns.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5010 **County Attorney's Report** **12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 10/03/2013
Issue: Settlement of Workers' Compensation Claim Involving Sandra Ammons
From: Ryan Ross, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

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

That the Board approve an additional $16,003.40 for a washout workers' compensation settlement for former employee Sandra Ammons. An excess workers' compensation carrier shall reimburse Escambia County for 100.0% of this settlement amount.

BACKGROUND:

On July 11, 2013, the Board approved a washout workers' compensation settlement for former employee Sandra Ammons in the amount of $152,534.00. (Resume attached.) This settlement was negotiated directly between the County's third-party adjuster, PGCS, Inc., and Ms. Ammons. The County has exceeded its self-insured retention limit for the claim and an excess workers' compensation insurance carrier shall reimburse the County for 100.0% of the settlement amount. The Center for Medicaid Services has approved a Medicare set-aside allocation as part of this settlement.

Subsequent to receiving Board approval for the settlement, Ms. Ammons retained an attorney to review the settlement documents and to assist her with the claim. She is now requesting an additional $16,003.40 to settle the claim, which will be inclusive of a statutory attorney's fee. The excess workers' compensation insurance has approved the additional amount and will reimburse the County for 100.0% of this additional amount.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

July 11 2013 Resume

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued

17. Awarding a Lump Sum Contract, per the terms and conditions of PD 12-13.050, *Little Sabine Water Way Signage*, to Gulf Marine Construction, Inc., in the amount of $54,570 (Funding: Fund 352, *[Local Option Sales Tax]* LOST III, Cost Center 220102, NESD Capital Projects, Object Code 56301, Improvements Other Than Buildings, Project Number 10NE0038).

18. Adopting the Resolution *(R2013-78)* approving Supplemental Budget Amendment #188, Other Grants and Projects Fund (110), in the amount of $14,745, to recognize proceeds from a State of Florida Homeland Security Grant Program, and to appropriate these funds to be used for continued upkeep of equipment for the Hazardous Materials Response Team and the Light Technical Rescue Team.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1-2. Approval of Two For Action Items

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving For Action Items 1 and 2, as follows:

1. Approving a washout Workers' Compensation settlement, for former employee Sandra Ammons, in the total amount of $152,534; in exchange for this settlement amount, Ms. Ammons will execute a general release of liability and waiver of future employment on behalf of Escambia County; an excess insurance carrier shall reimburse Escambia County 100% of this settlement amount.

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5065 **County Attorney's Report** **12. 4.**
BCC Regular Meeting **Action**
Meeting Date: 10/03/2013
Issue: Approval of Assignment of Agreements relating to Contracts for Reimbursement of Training Expenses
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Assignment of Agreements with David Morgan, Sheriff of Escambia County, Florida, relating to Contracts for Reimbursement of Training Expenses.

That the Board take the following action:

A. Approve the Assignment of Agreements; and

B. Authorize the Chairman to sign the Assignment of Agreements.

BACKGROUND:

The Sheriff previously retained employees in the capacity of detention deputy trainees with said employees' continued employment as a full-time detention deputy contingent upon completing the necessary training and receiving state certification from the Florida Department of Law Enforcement. The Sheriff and each employee previously entered into a Contract for Reimbursement of Training Expenses wherein the Sheriff agreed to fund the necessary training of said employees for which the employees agreed to continue said employment as a detention deputy for at least two years following completion of the training program or otherwise be subject to an obligation to reimburse the Sheriff for said training expenses.

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail. All such employees referenced in the Assignment shall become County employees, and the County shall assume the right, duties, and obligations of the Sheriff as provided in the original Contracts for Reimbursement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Assignment was prepared by Assistant County Attorney, Kristin D. Hual

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Assignment of the Agreements for Training Expenses

Exhibits 1 - 26

ASSIGNMENT OF THE AGREEMENTS BETWEEN ESCAMBIA COUNTY, FLORIDA AND DAVID MORGAN, SHERIFF OF ESCAMBIA COUNTY, FLORIDA

THIS ASSIGNMENT OF AGREEMENTS WITH CONSENT ("Assignment") is made and entered into on the ___ day of September 2013, by and among Escambia County, Florida a political subdivision of the State of Florida (hereinafter referred to as the "County-Assignee"), and David Morgan, Sheriff of Escambia County, Florida (hereinafter referred to as the "Sheriff-Assignor").

WITNESSETH:

WHEREAS, the Sheriff previously retained employees in the capacity of detention deputy trainees with said employees' continued employment as a full-time detention deputy contingent upon completing the necessary training and receiving state certification from the Florida Department of Law Enforcement; and

WHEREAS, the Sheriff and each employee entered into a Contract for Reimbursement of Training Expenses wherein the Sheriff agreed to fund the necessary training of said employees for which the employees agreed to continue said employment as a detention deputy for at least 2 years following completion of the training program or otherwise be subject to an obligation to reimburse the Sheriff for said training expenses; and

WHEREAS, effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail and all employees referenced herein shall become County employees; and

WHEREAS, Sheriff now desires to assign all of its rights, duties and obligations under the Contracts for Reimbursement of Training Expenses as identified herein to County for such assignment; and

WHEREAS, County now desires to accept an assignment of Assignor's rights, duties and obligations under the Contracts.

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 Sheriff hereby agree as follows:

1. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.

2. Effective October 1, 2013, Sheriff hereby assigns to County all rights, duties and obligations of Sheriff, in and to the following described Contracts for Reimbursement of

Training Expenses (hereinafter referred to collectively as "Contracts"), copies of which are attached hereto as Exhibits 1-26:

Employee	Effective Date
Sidney Lopez Arroyo	July 29, 2013
Jason Lee Beagle	July 9, 2012
Alex Mitchell Blackburn	July 9, 2012
Kurtis Michael Clark	July 29, 2013
Anthony Carlos Cruz	July 9, 2012
Joshua Gregory Cypret	July 16, 2012
Wendy Nordin Doggett	August 3, 2013
Christopher McClellan Dotson	July 29, 2013
Christopher Joshua Forney	July 9, 2012
Joshua Luke Gentry	March 16, 2013
Heather Ann Gresham	July 16, 2012
William Haskell Hallford	July 29, 2013
Sean Mitchell Hendry	July 29, 2013
Larry Hicks	July 16, 2012
Tara Melissa Hollingsworth	August 3, 2013
Katelin Lee Justice	July 29, 2013
David Allyn Landrum	August 3, 2013
Joseph Christopher Malena	July 16, 2012
Carvel David Morris	July 29, 2013
Chassity Moultrie	January 31, 2011
Chelsea Nicole Sellers	July 29, 2013
Donald Ray Sellers	July 30, 2012
Anne Elizabeth Smith	August 3, 2013
John Edwin Stamoulis	July 16, 2012
Jennifer Susan Stout-Rondeau	July 7, 2012
Christopher Scott Turnbull	July 29, 2013

3. County accepts such assignment, and the County and Sheriff consent to such assignment, subject to the terms and conditions set forth in this Assignment, and agrees to the assumption of the performance of the Contracts and to the release of Sheriff from any further performance under the Contracts.

4. The Contracts 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 Contracts or in any instrument, document or consideration executed or delivered pursuant to the Contracts to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contracts, as amended by this Assignment.

5. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts

of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ASSIGNEE:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:_____
Gene M. Valentino, Chairman

BCC APPROVED: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/26/13

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ASSIGNOR:
DAVID MORGAN, Sheriff of Escambia County, Florida

By:_____

Date:_____

_____
Witness

_____
Witness

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 29TH day of July, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **SIDNEY LOPEZ ARROYO** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT
tabbies
1

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **SIDNEY LOPEZ ARROYO**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 29th day of July, 2013.

SIDNEY LOPEZ ARROYO

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared Sidney Arroyo, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July, 2013.

NOTARY PUBLIC

Frances Stone Whitaker

Name

FRANCES STONE WHITAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

SIDNEY LOPEZ ARROYO

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared Sidney Arroyo to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Frances Stone Whiteaker
Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 8, 2016
Bonded Thru Budget Notary Services

(Type Or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **9th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **JASON LEE BEAGLE** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

EXHIBIT 2

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **JASON LEE BEAGLE**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 9th day of July, 2012.

JASON LEE BEAGLE

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JASON LEE BEAGLE**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 2012.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 9th day of July, 2012.

Jason Beagle

JASON LEE BEAGLE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JASON LEE BEAGLE** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 2012.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Patricia A. Shoemaker

Name

PATRICIA A. SHOEMAKER

(Type or Print Name)
State of Florida At Large

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **9th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **ALEX MITCHEL BLACKBURN** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

EXHIBIT 3

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **ALEX MITCHEL BLACKBURN**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

   c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

   d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 9th day of July, 2012.

ALEX MITCHEL BLACKBURN

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **ALEX MITCHEL BLACKBURN**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 2012.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 9th day of July, 2012.

ALEX MITCHEL BLACKBURN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **ALEX MITCHEL BLACKBURN** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9TH day of July, 2012.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 29TH day of July, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **KURTIS MICHAEL CLARK** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **KURTIS MICHAEL CLARK**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 29th day of July, 2013.

KURTIS MICHAEL CLARK

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Frances Stone Whiteaker
Name

NOTARY PUBLIC STATE OF FLORIDA
FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

KURTIS MICHAEL CLARK

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Frances Stone Whiteaker
Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **9th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **ANTHONY CARLOS CRUZ** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

EXHIBIT 5

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **ANTHONY CARLOS CRUZ**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

   c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

   d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 9th day of July, 2012.

ANTHONY CARLOS CRUZ

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **ANTHONY CARLOS CRUZ**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 2012.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 9th day of **July, 2012.**

Anthony Carlos Cruz
ANTHONY CARLOS CRUZ

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **ANTHONY CARLOS CRUZ** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **9th** day of **July, 2012**.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Patricia A. Shoemaker
Name

PATRICIA A. SHOEMAER
(Type or Print Name)
State of Florida At Large

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **16th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **JOSHUA GREGORY CYPRET**hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

EXHIBIT 6

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **JOSHUA GREGORY CYPRET**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this **16th** day of **July**, **2012**.

JOSHUA GREGORY CYPRET

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JOSHUA GREGORY CYPRET**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July**, **2012**.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this **16th** day of **July, 2012.**

JOSHUA GREGORY CYPRET

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JOSHUA GREGORY CYPRET** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July, 2012**.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 3rd day of August, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **WENDY NORDIN DOGGETT** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 7

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **WENDY NORDIN DOGGETT**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 3rd day of August, 2013.

WENDY NORDIN DOGGETT

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of August, 2013.

NOTARY PUBLIC

Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Service

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

Wendy R Doggett
WENDY NORDIN DOGGETT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2ND day of August, 2013.

NOTARY PUBLIC
Frances Stone Whiteaker
Name

NOTARY PUBLIC STATE OF FLORIDA
FRANCES STONE WHITEAKER
MY COMMISSION # EE 847703
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 29TH day of July, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **CHRISTOPHER MCCLELLAN DOTSON** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 8

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **CHRISTOPHER MCCLELLAN DOTSON**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 29th day of July, 2013.

CHRISTOPHER MCCLELLAN DOTSON

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Frances Stone Whiteaker
Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

CHRISTOPHER MCCLELLAN DOTSON

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Frances Stone Whiteaker
Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES December 9, 2016
Bonded Thru Budget Notary Services

(Typed or Printed Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **9th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **CHRISTOPHER JOSHUA FORNEY** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

EXHIBIT 9

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **CHRISTOPHER JOSHUA FORNEY**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 9th day of July, 2012.

CHRISTOPHER JOSHUA FORNEY

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **CHRISTOPHER JOSHUA FORNEY**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 2012.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Patricia A. Shoemaker
Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 9th day of **July, 2012.**

CHRISTOPHER JOSHUA FORNEY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **CHRISTOPHER JOSHUA FORNEY** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **9th** day of **July, 2012**.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Patricia A. Shoemaker
Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 16th day of March, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **JOSHUA LUKE GENTRY** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to assist the Employee in receiving training and indoctrination into the career field of DETENTION; and

WHEREAS, the Sheriff desires to allow the Employee to attend the Basic Detention Cross-Over Academy while continuing to work in the classification of Detention Deputy Trainee/School at the Escambia County Sheriff's Office (ECSO); and

WHEREAS, both the Sheriff and the Employee desire that the Employee become qualified to apply for employment as a Detention Deputy Trainee/School after receiving the necessary training; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy Trainee/School, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Basic Detention Cross-Over Academy; and

WHEREAS, the employee recognizes that he/she is a representative of the Escambia County Sheriff's Office and shall maintain appropriate conduct at all times and in the event of misconduct, appropriate disciplinary action, up to and including dismissal, may occur; and

WHEREAS, the Employee acknowledges that the Escambia County Sheriff's Office will incur substantial expenses in the process of training the undersigned to become eligible to apply for a Detention Deputy Trainee/School position; and

EXHIBIT
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WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Basic Detention Cross-Over Academy, or if the Employee fails to successfully complete the Basic Detention Cross-Over Academy or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **JOSHUA LUKE GENTRY**, the Employee, in consideration of the agreement of the ECSO to provide me with formal detention cross-over training through the Basic Detention Cross-Over Academy to be followed upon successful completion thereof by a minimum period of two years of employment, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to misconduct resulting in my dismissal, I will reimburse the ECSO for all expenses incurred in connection with my training outlined herein.
3. **a. Definition of Certification.** Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

   b. Definition of Academy Training Period. Academy training period means the period of time that the Employee is attending an approved basic recruit training program in a detention cross-over academy for the purpose of obtaining certification

pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

c. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Basic Detention Cross-Over Academy and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO during the training and employment of the Employee during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following: In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Basic Detention Cross-Over Academy to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Basic Detention Cross-Over Academy, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Basic Detention Cross-Over Academy. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and food expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth herein is immediately due and payable at the time of resignation or termination as provided for in paragraphs 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not

limited to wages and leave payouts (vacation, holiday, and compensatory time) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO as allowable under Florida law. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 16th day of March, 2013.

JOSHUA LUKE GENTRY

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JOSHUA LUKE GENTRY**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of March, 2013.

NOTARY PUBLIC

Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **16th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **HEATHER ANN GRESHAM** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

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WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **HEATHER ANN GRESHAM**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

   c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

   d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this **16th** day of **July**, **2012**.

Heather Gresham
HEATHER ANN GRESHAM

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **HEATHER ANN GRESHAM**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July**, **2012**.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Patricia A. Shoemaker
Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this **16th** day of **July**, **2012.**

Heather Gresham
HEATHER ANN GRESHAM

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **HEATHER ANN GRESHAM** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July**, **2012**.

NOTARY PUBLIC

Patricia A. Shoemaker
Name

Patricia A. Shoemaker
(Type or Print Name)
State of Florida At Large

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 29TH day of July, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **WILLIAM HASKEL HALLFORD III** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

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prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **WILLIAM HASKEL HALLFORD III**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses ~~during the academy training period~~. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 29th day of July, 2013.

WILLIAM HASKEL HALLFORD III

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July, 2013.

NOTARY PUBLIC

Frances Stone Whiteaker
Name

NOTARY PUBLIC
FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

WILLIAM HASKEL HALLFORD III

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 29TH day of July, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **SEAN MITCHELL HENDRY** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 13

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **SEAN MITCHELL HENDRY**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 29th day of July, 2013.

SEAN MITCHELL HENDRY

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July, 2013.

NOTARY PUBLIC

Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

SEAN MITCHELL HENDRY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Name

(Type or Print Name)
State of Florida at Large

NOTARY PUBLIC
FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **16th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **LARRY HICKS** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

EXHIBIT
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WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **LARRY HICKS**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

   c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

   d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this **16th** day of **July**, **2012**.

LARRY HICKS

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **LARRY HICKS**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July**, **2012**.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this **16th** day of **July, 2012.**

LARRY HICKS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **LARRY HICKS** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July, 2012**.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 3rd day of August, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **TARA MELISSA HOLLINGSWORTH** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 15

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **TARA MELISSA HOLLINGSWORTH**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 3rd day of August, 2013.

Tara Melissa Hollingsworth
TARA MELISSA HOLLINGSWORTH

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of August, 2013.

NOTARY PUBLIC

Frances Stone Whiteaker
Name

NOTARY PUBLIC
FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

Tara Melissa Hollingsworth
TARA MELISSA HOLLINGSWORTH

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of Aug, 2013.

NOTARY PUBLIC

DANIELLE LYN LANDRUM
MY COMMISSION # FF 002748
EXPIRES: March 27, 2017
Bonded Thru Budget Notary Services

Name

Danielle Landrum
(Type or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 29TH day of July, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **KATELIN LEE JUSTICE** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 16

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **KATELIN LEE JUSTICE**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 29th day of July, 2013.

KATELIN LEE JUSTICE

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July, 2013.

NOTARY PUBLIC

Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

KATELIN LEE JUSTICE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2013.

NOTARY PUBLIC

_____
Name

_____
(Type or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 3rd day of August, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **DAVID ALLYN LANDRUM** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 17

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **DAVID ALLYN LANDRUM**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 3rd day of August, 2013.

DAVID ALLYN LANDRUM

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Name

NOTARY PUBLIC
FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

DAVID ALLYN LANDRUM

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July, 2013.

NOTARY PUBLIC

Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **16th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **JOSEPH CHRISTOPHER MALENA** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **JOSEPH CHRISTOPHER MALENA**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

   c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

   d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this **16th** day of **July**, **2012**.

JOSEPH CHRISTOPHER MALENA

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JOSEPH CHRISTOPHER MALENA**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July**, **2012**.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this **16th** day of **July**, **2012.**

JOSEPH CHRISTOPHER MALENA

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JOSEPH CHRISTOPHER MALENA** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July**, **2012**.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 29TH day of July, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **CARVEL DAVID MORRIS** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 19

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **CARVEL DAVID MORRIS**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943,. Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 29th day of July, 2013.

CARVEL DAVID MORRIS

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July, 2013.

NOTARY PUBLIC

Frances Stone Whiteaker
Name

NOTARY PUBLIC
FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

CARVEL DAVID MORRIS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Frances Stone Whiteaker
Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **31st** day of **January, 2011**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **CHASSITY MOULTRIE** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **CHASSITY MOULTRIE**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this **31st** day of **January**, **2011**.

Chassity Moultrie
CHASSITY MOULTRIE

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **CHASSITY MOULTRIE**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **31st** day of **January**, **2011**.

NOTARY PUBLIC

Patricia A. Shoemaker
Name

NOTARY PUBLIC - STATE OF FLORIDA
Patricia A. Shoemaker
Commission #DD647274
Expires: MAR. 06, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this **31st** day of **January, 2011.**

Chassity Moultrie
CHASSITY MOULTRIE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **CHASSITY MOULTRIE** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **31st** day of **January, 2011**.

NOTARY PUBLIC

Patricia A. Shoemaker
Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

NOTARY PUBLIC - STATE OF FLORIDA
Patricia A. Shoemaker
Commission #DD647274
Expires: MAR. 06, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 29TH day of July, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **CHELSEA NICHOLE SELLERS** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 21

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **CHELSEA NICHOLE SELLERS**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 29th day of July, 2013.

CHELSEA NICHOLE SELLERS

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July, 2013.

NOTARY PUBLIC

Name

NOTARY PUBLIC STATE OF FLORIDA
FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

CHELSEA NICHOLE SELLERS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July 2013.

NOTARY PUBLIC

Name

NOTARY PUBLIC
FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **30th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **DONALD RAY SELLERS** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

EXHIBIT
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WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **DONALD RAY SELLERS**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

   c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

   d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this **30TH** day of **July**, **2012**.

DONALD RAY SELLERS

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **DONALD RAY SELLERS**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **30TH** day of **July**, **2012**.

NOTARY PUBLIC

Patricia A. Shoemaker
Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this **30TH** day of **July**, **2012.**

DONALD RAY SELLERS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **DONALD RAY SELLERS** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **30TH** day of **July**, **2012**.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 3rd day of August, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **ANNIE ELIZABETH SMITH** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 23

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **ANNIE ELIZABETH SMITH**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 3rd day of August, 2013.

ANNIE ELIZABETH SMITH

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of July, 2013.

NOTARY PUBLIC

Name

DANIELLE LYN LANDRUM
MY COMMISSION # FF 002746
EXPIRES: March 27, 2017
Bonded Thru Budget Notary Services

Danielle Landrum
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

ANNIE ELIZABETH SMITH

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of July, 2013.

NOTARY PUBLIC

Name

Danielle Landrum
(Type or Print Name)
State of Florida At Large

NOTARY PUBLIC STATE OF FLORIDA
DANIELLE LYN LANDRUM
MY COMMISSION # FF 002748
EXPIRES: March 27, 2017
Bonded thru Budget Notary Services

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **16th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **JOHN EDWIN STAMOULIS** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

EXHIBIT 24

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **JOHN EDWIN STAMOULIS**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

   c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

   d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this **16th** day of **July**, **2012**.

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

JOHN EDWIN STAMOULIS

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JOHN EDWIN STAMOULIS**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July**, **2012**.

NOTARY PUBLIC

Patricia A. Shoemaker
Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this **16th** day of **July**, **2012.**

JOHN EDWIN STAMOULIS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JOHN EDWIN STAMOULIS** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **16th** day of **July**, **2012**.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Patricia A. Shoemaker
Commission # EE064771
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Name

PATRICIA A. SHOEMAKER
(Type or Print Name)
State of Florida At Large

Personnel File (Original)
Finance (Original and 1 Copy)

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this **7th** day of **July, 2012**, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **JENNIFER SUSAN STOUT-RONDEAU** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

EXHIBIT 25

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **JENNIFER SUSAN STOUT-RONDEAU**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.

3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the

Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 7TH day of **July**, **2012**.

Jennifer Susan Stout-Rondeau
JENNIFER SUSAN STOUT-RONDEAU

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared **JENNIFER SUSAN STOUT-RONDEAU**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7TH day of **July**, **2012**.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Frances Stone Whiteaker
Commission #DD842335
Expires: DEC. 09, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Frances Stone Whiteaker
Name

FRANCES STONE WHITEAKER
(Type or Print Name)
State of Florida At Large

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT made and entered into this 29TH day of July, 2013, by and between **DAVID MORGAN, Sheriff of Escambia County, Florida,** hereinafter referred to as "Sheriff," and **CHRISTOPHER SCOTT TURNBULL** hereinafter referred to as "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, the Sheriff desires to employ the services of Employee in the capacity of Detention Deputy Trainee (DDT) at the Escambia County Sheriff's Office (ECSO), Detention Division; and

WHEREAS, both the Employee and the Sheriff desire that the Employee ultimately be retained as Detention Deputy after receiving the necessary certification for this position; and

WHEREAS, both the Sheriff and the Employee acknowledge and agree that before the Employee can qualify to become a Detention Deputy, the Employee must complete and receive certification from the Florida Department of Law Enforcement after graduation from the Corrections Basic Recruit School; and

WHEREAS, it is the intent of both the Sheriff and the Employee to retain the Employee as a full time Detention Deputy upon the successful completion of the Corrections Basic Recruit School and the receipt of state certification, and any other regulation established by the rules and regulations of the ECSO; and

WHEREAS, the Employee acknowledges that the Sheriff will incur substantial expenses in the process of training the undersigned to be a Detention Deputy; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through continued employment with the ECSO after completion of said training and that the ECSO will suffer substantial detriment if the undersigned should leave employment

EXHIBIT 26

prior to working two years following graduation from the Corrections Basic Recruit School, or if the Employee fails to successfully complete the Corrections Basic Recruit School or fails to receive State Certification.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this contractual agreement.
2. I, **CHRISTOPHER SCOTT TURNBULL**, the Employee, in consideration of the agreement of the ECSO to provide me with formal Detention Deputy training through the Corrections Basic Recruit School to be followed upon successful completion thereof by a period of two years as a Detention Deputy, do hereby agree that in the event I fail to successfully complete the basic recruit school, or if I fail to receive State Certification pursuant to Chapter 943, Florida Statutes, or in the event my employment with the ECSO ceases due to any cause other than "termination" as defined below at any time during the period of my employment extending from the date of my graduation from the Corrections Basic Recruit School to the date twenty-four (24) months after my graduation date, I will reimburse the ECSO for all expenses incurred in connection with my training.
3. **a. Definition of Termination.** Termination as used in this agreement shall mean any discontinuance of employment initiated by the ECSO, except that termination shall not mean discontinuance of employment due to the failure of the employee to successfully complete basic recruit school, or if the employee fails to obtain State Certification in accordance with Chapter 943, Florida Statutes.

   b. Definition of Certification. Certification shall mean the certificate or acknowledgment by the Florida Department of Law Enforcement that all requirements of Chapter 943, Florida Statutes, have been met by a candidate.

c. Definition of Academy Training Period. "Academy training period" means the period of time that a trainee is attending an approved basic recruit training program in a correctional officer academy class for the purposes of obtaining certification pursuant to Chapter 943, Florida Statutes, until the date of graduation from such class.

d. Calculation of twenty four (24) months. The twenty four (24) month obligation will begin to run on the first calendar day following graduation from the Corrections Basic Recruit School and will end on the 730th day thereafter.

4. **Reimbursement Obligation.** In accordance with Section 943.16, Florida Statutes, the Reimbursement Obligation shall consist of the sum of all amounts expended by the ECSO for tuition and other training expenses during the academy training period. The Reimbursement Obligation includes, but is not limited to, the following:

   In the event Employee terminates his/her employment at any time during the period of employment extending from the date of graduation from the Corrections Basic Recruit School to the date twenty four (24) months after the graduation date, Employee shall reimburse the ECSO for the cost of enrollment in the Corrections Basic Recruit School, books, physical fitness uniforms, lab fees, departmental fees, and tuition for attendance at the Corrections Basic Recruit School. In addition, all costs associated with taking the State Certification Exam shall be reimbursed and shall include, but not be limited to the enrollment fees to take the exam, any study guides purchased by ECSO, and any travel and meal expenses paid by ECSO.

5. **Terms of Repayment.** Complete payment of the Reimbursement Obligation set forth in paragraph 4 is immediately due and payable at the time of resignation or termination as provided for in paragraph 2 and 3 above. The Employee agrees and understands that any amount which may be due the ECSO as a result of any failure on the Employee's part to meet the terms of this agreement may be withheld from

any monies owed by the ECSO or may be recovered by such other methods as are approved by law. For example, any benefits due the Employee, including but not limited to wages and leave payouts (vacation, holiday, compensatory) that Employee is owed upon separation, will be withheld and applied to the amount due to the ECSO. The Employee further agrees that in the event the ECSO incurs legal fees, court costs, attorney's fees, or other costs of collections, including legal interest, in an effort to collect any delinquent sums owed pursuant to this agreement, the Employee will pay such expenses in addition to the portion of the Reimbursement Obligation due.

6. The Sheriff and Employee acknowledge and agree that Attachment I will be incorporated by reference to this Agreement.

Dated this 29th day of July, 2013.

CHRISTOPHER SCOTT TURNBULL

DAVID MORGAN, SHERIFF
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of August 2013.

NOTARY PUBLIC

Name

FRANCES STONE WHITEAKER
MY COMMISSION # EE 847763
EXPIRES: December 9, 2016
Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

ATTACHMENT I
NOTIFICATION OF REIMBURSEMENT OBLIGATION

I have received a copy of the Contract for Reimbursement of Training Expenses, which is by reference made a part hereof. This contract has been explained to me in detail, and I understand fully the terms of the agreement.

I understand that this contract is a condition of employment with the Escambia County Sheriff's Office, Detention Division, and that no employment will be offered should I elect not to abide by its terms.

Dated this 29th day of July, 2013.

CHRISTOPHER SCOTT TURNBULL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On this day personally before me appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of August, 2013.

NOTARY PUBLIC

Name

NOTARY PUBLIC FRANCES STONE WHITEAKER MY COMMISSION # EE 847763 EXPIRES: December 9, 2016 Bonded Thru Budget Notary Services

(Type or Print Name)
State of Florida At Large

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5066 **County Attorney's Report** **12. 5.**
BCC Regular Meeting **Action**
Meeting Date: 10/03/2013
Issue: Approval of Standard Contract for Reimbursement of Training Expenses
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Standard Contract for Reimbursement of Training Expenses.

That the Board take the following action:

A. Approve the Standard Contract for Reimbursement of Training Expenses; and

B. Authorize the Interim County Administrator or designee to sign the Contracts as may be necessary without further Board action.

BACKGROUND:

Effective October 1, 2013, the County shall assume responsibilty for the operation of the Escambia County Jail. Thereafter, the County may employ detention deputy trainees with continued employment as a full-time detention deputy contingent upon completing the necessary training and receiving state certification from the Florida Department of Law Enforcement.

Per the terms of the Standard Contract for Reimbursement of Training Expenses, the County shall agree to fund the necessary training of said employee of which the employee shall agree to continue employment as a full-time detention deputy at the Escambia County Jail for at least two years following completion of the training program or otherwise be subject to an obligation to reimburse the County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Standard Contract was prepared by Assistant County Attorney, Kristin D. Hual

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sample Contract for Reimbursement of Training Expenses

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT is made and entered into on the ___ day of _____, 2013, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter referred to as the "County"), and _____ (hereinafter referred to as the "Employee").

WITNESSETH:

WHEREAS, the County desires to retain the services of Employee in the capacity of detention deputy trainee at the Escambia County Jail and, contingent upon completing the necessary training and receiving state certification, the County desires to retain Employee as a full-time detention deputy; and

WHEREAS, the Parties acknowledge that Employee's qualification as a detention deputy will require completion of the Correctional Officer Basic Recruit Training Program (hereinafter referred to as the "training program") and certification from the Florida Department of Law Enforcement (FDLE); and

WHEREAS, pursuant to §943.16, Florida Statutes, County has agreed to fund the costs associated with Employee attending the training program; and

WHEREAS, Employee acknowledges that the County shall incur substantial expense associated with the training of the undersigned, which is intended to be recaptured through Employee's continued employment as a detention deputy after completing the training program; and

WHEREAS, Employee has agreed to continue employment with the County as a detention deputy for at least 2 years after graduating from the training program or, otherwise, be subject to an obligation to reimburse the County for said costs.

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 Employee hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. In consideration of the agreement of the County to provide Employee with formal detention deputy training through the Correctional Officer Basic Recruit Training Program, Employee does hereby agree that in the event Employee should fail to successfully complete said training program or fail to receive state certification from the FDLE pursuant to Chapter 943, Florida Statutes, or in the event said Employee's employment with the County is terminated upon the Employee's own initiative within twenty four (24) months from the date of graduation from said training program, Employee will reimburse the County for all expenses incurred for said training program. The twenty four (24) month obligation shall commence the first calendar day after graduation from the training program and conclude upon the 730th day thereafter.

3. In accordance with §943.16, Florida Statutes, the Reimbursement Obligation of Employee shall consist of the sum of all amounts expended by the County for tuition and other

course expenses during the training program period. The Reimbursement Obligation shall include, but not be limited to, the cost of enrollment, tuition, books, physical fitness uniforms, lab fees, departmental fees, and the cost of meals incurred by County for Employee's participation in the training program. The Reimbursement Obligation of Employee shall also include all amounts expended by the County associated with Employee's state certification exam, including but not limited to, enrollment fees, study guides, travel expenses, and the cost of meals.

4. Complete payment of the Reimbursement Obligation, as defined herein, is immediately due and payable at the time of Employee's resignation or termination as provided in paragraph 2 above. The Employee acknowledges and agrees, to the extent permitted by state and federal law, any Reimbursement Obligation due and owing by Employee at the time of Employee's resignation or termination may be withheld from any monies Employee is owed by the County.

5. The Employee acknowledges, pursuant to §943.16(4), Florida Statutes, the County may institute a civil action to collect any Reimbursement Obligation due and owing by Employee if said amount is not timely reimbursed as provided herein. Further, to the extent permitted by law, the Employee agrees to be liable for any legal fees, court costs, attorneys' fees or other costs of collection, including legal interest, incurred by County in an effort to collect any delinquent Reimbursement Obligation due and owing by Employee.

6. By signing this Agreement, the Employee hereby acknowledges that Employee received a copy of the Contract for Training Reimbursement of Training Expenses and fully understands the terms of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA:

By: _____

Date: _____

Witness: _____

Witness: _____

EMPLOYEE:

By: _____

Date: _____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____ ACA

Date: 4/24/13

SAMPLE